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Vol. V

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402.1

Sup Ct

TRANSCRIPT OF RECORD

(VOL. III OF EXHIBITS)

Supreme Court of the United States

OCTOBER TERM, 1940

No. 594

UNION PACIFIC RAILROAD COMPANY, A CORPORATION; CITY OF KANSAS CITY, KANSAS; DON C. McCOMBS, FRANCIS BLAKE AND GEORGE T. DARBY, COMMISSIONERS, ETC., ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA, THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, ET AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MISSOURI

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VOL. V

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U. P.	242—C. G. W. supplement to tariff—concurring in U. P. Tariff	2760	3097
U. P.	243—C., B. & Q. supplement to tariff—concurring in U. P. Tariff	2765	3099
U. P.	244—Missouri Pacific supplement to tariff—concurring in U. P. Tariff	2768	3101
U. P.	245—M-K-T supplement to tariff—concurring in U. P. Tariff	2775	3107
U. P.	246—C., R. I. & P. supplement to tariff—concurring in U. P. Tariff	2779	3109
U. P.	247—K. C. S. supplement to tariff—concurring in U. P. Tariff	2787	3115
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U. P.	250—Letter, May 11, 1938, J. T. H. Armstrong to Haugh in answer to Ex. 5, p. 22	2796	3124
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Plaintiff's	252—Correspondence, U. P. and K. C. I. L. Co. re grain elevator, August 10, 1932 to November 9, 1937, inc.	2800	3125
Plaintiff's	253—Rough draft of contracts "A" and "B" enclosed with letter from Bockes to Haugh, December 3, 1939, which letter is p. 10 of Plaintiffs' Ex. 12	2910	3193
Plaintiff's	254—Photostat copy of The Kansas City Times, July 10, 1937 (objected to—sustained)	2918	3202
Plaintiff's	255—Portion of Bevington's report entitled "Recommendation"	2919	3203
Plaintiff's	256—Founders lease—apparently executed by Widlansky—(withdrawn)	2920	3203

Record from D. C. U. S., Western District of Missouri—Continued

Exhibits—Continued

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Plaintiff's 259—Sheet marked DR 3300 with 2 tickets attached	2933	3209
Plaintiff's 260—Sheet marked HA 6789 with 2 tickets attached	2935	3211
Plaintiff's 261—Sheet marked VI 6530 with 14 tickets attached	2937	3213
Plaintiff's 262—Stipulation as to telephone company witness Washington—that his records might be entered	2945	3221
Plaintiff's 263—"A" & "B"—Telephone tickets	2955	3227
Plaintiff's 264—"A" & "B"—Telephone tickets	2963	3235
Plaintiff's 265—"A" & "B"—Telephone tickets	2973	3245
Plaintiff's 266—Letter, January 30, 1939, McCombs to Thoron, enclosing letter from Stifel, Nicolaus & Co. of July 26, 1938, signed Cravens	2979	3251
K. C. K. 267—Certified copy of stipulation and order in case of L. W. Baldwin and Guy Thompson, Trustee v. City Kansas City, Kansas, No. 1801-N Equity, U. S. D. C., Kansas	2984	3254
Produce Dealers 268—Affidavit of W. J. Nauman, Jr.	2990	3258
Produce Dealers 269—Affidavit of Jack DeFeo	2990	3258
Produce Dealers 270—Affidavit of Hyman Widlan	2990	3258

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[fol. 1823] KANSAS CITY, KANSAS, EXHIBIT No. 101

Bernice Jackson

February 27, 1940

Motion

To the Board of City Commissioners, Kansas City, Kansas

Be It Resolved by the Citizens Advisory Committee appointed by the Board of City Commissioners of Kansas City, Kansas, that it herewith endorses and recommends to the Board of City Commissioners that it adopt and carry out the provisions of the attached resolution in connection with the settlements to be made with prospective lessees on the Kansas City Food Terminal.

The above motion was made by Mr. Harry Butler, sec-
[fol. 1824] onded by Mr. Jack Torbert, and was unanimously adopted by the Citizens Advisory Committee at a meeting with the Board of City Commissioners on the 11th day of December, 1939.

The resolution above referred to is attached and made a part of this motion.

Citizens Advisory Committee, (Signed) Harry Butler, Jack Torbert, Milton W. Feld, E. W. Stilwell, Claude F. Pack, James H. DeCoursey, Willard J. Breidenthal, Harry Darby, Glen R. Shepherd, John W. West, William Drennan, W. A. Bailey, J. G. Boomer, R. T. Willette, Maurice L. Breidenthal, Dan Scherrer, J. S. McDonald, Harry T. Tibbs, George H. Gray.

(Pencilled-notation: Plf Ex 130, 2/10/40, VAK, (2pp).

Whereas, The Board of City Commissioners of the City of Kansas City, Kansas by Ordinance No. 30304, passed on the 6th day of December, 1938, approved by the Mayor on December 6, 1938, and published in the official paper of Kansas City, Kansas, on December 8, 1938, adopted a uniform lease form for the leasing of wholesale units in the Kansas City Food Terminal, which said form provided, among other things, for a rental of Fifty Dollars ($50.00) per month per unit for the first three months and One Hundred Fifty Dollars ($150.00) per month per unit for each additional month thereafter; and

Whereas, in connection with negotiations with prospective lessees for use of space in the new Kansas City Food Terminal, the City has determined that certain costs would [fol. 1825] be incurred by some prospective tenants, due to rental obligations on present places of business and costs due to abandonment of equipment and facilities now located in and the good will of said established places of business, and said prospective tenants, as a condition precedent to the acceptance of said leases, asked the City to absorb a part of said costs; and

Whereas, the City, after mature consideration, concluded that in the initiation of the Kansas City Food Terminal Project desirable tenants may have engagements and existing facilities that must be taken into consideration in order to secure the cooperation of such persons and the occupation by them of the facilities in the new Terminal, and that it was a prudent and necessary thing to do in initiating the project to secure the full cooperation of the tenants necessary to obtain the fullest possible occupancy of the facilities; and

Whereas, The Board of City Commissioners of the City of Kansas City, Kansas, has been furnished with an opinion by the City Attorney and a committee of lawyers appointed by said Board to assist the City Attorney that the Board of City Commissioners has full legal power, in its discretion, to make settlements with prospective tenants in the Kansas City Food Terminal by way of the payment of cash or credits, either or both, on future rentals to cover the costs of said prospective tenants which involve rentals under existing leases, unamortized cost of fixtures and equipment [fol. 1826] and other improvements in their places of business and the good will of their established places of business; and

Whereas, pursuant to said opinion so received, the Board of City Commissioners of the City of Kansas City, Kansas, has appointed an advisory (Pencilled-notation: Plf Ex 130, Page 2)

2

committee of leading citizens of the City of Kansas City, Kansas, to advise with and assist the Board in the determination of the necessity for and the sound public policy of entering into leases with said prospective tenants upon terms and conditions providing for the settlement and payment by the City of the costs incurred by such tenants in

abandoning their present places of business and occupying space in the Kansas City Food Terminal; and

Whereas, full consideration has been given by the Board of City Commissioners and the committee of citizens to the emergency with which the City is confronted in obtaining the fullest possible occupancy of its Food Terminal property by reason of public announcement of the proposed construction of competitive food terminal facilities as a result of which consideration the Board of City Commissioners, with the advice and approval of the committee of citizens, has determined that payment by the City in cash or credit, either or both, against future rental is an essential and [fol. 1827] proper operating expense of the City in connection with the establishment of said Food Terminal.

Now therefore be it resolved by the Board of City Commissioners of the City of Kansas City, Kansas:

That the City of Kansas City, Kansas, proceed promptly to negotiate with each prospective lessee to determine upon the character and amount of such costs to be established by sworn statements of said prospective tenants and upon agreement with respect thereto to enter into leases with them for facilities in the Kansas City Food Terminal on such terms and conditions as to cash payments to said tenants and/or credits on future rentals as the Board of City Commissioners of the City of Kansas City, Kansas, may determine to be necessary and proper expenses in connection with the establishment and operation of said Kansas City Food Terminal. (Pencilled-notation: Plf Ex 130, Page 3).

[fol. 1828]

Plaintiff's Exhibit No. 102

Bernice Jackson, February 28, 1940

Kansas City Food Terminal

Warehouse and Sales Building A

Unit	Occupant	Date of Occupancy
100-02	A. Robinson & Sons Fruit Co	Dec. 4, 1939
104	Quality Banana Co	Dec. 4, 1939
106	Shefford Cheese Co	Nov. 2, 1939
108-10	Mallin Produce Co	Dec. 4, 1939
112-14	H. Winer Produce Co	Dec. 4, 1939
116	Litman Produce Co	Dec. 4, 1939
118	National Produce Co	Dec. 4, 1939
120	N. DeMares	Dec. 4, 1939
122	Garrett-Holmes & Co	Dec. 4, 1939
124-26	W. F. Helm & Son	Dec. 4, 1939
128	Henry Fishman Co	Dec. 7, 1939
130	D'Angelo Celery House	Dec. 4, 1939
132	Pisciotta Fruit & Vegetables	Dec. 4, 1939
134-36-38	Defeo Fruit Co	Dec. 4, 1939

Warehouse and Sales Building B

Unit	Occupant	Date of Occupancy
101	Missouri-Kansas Produce Co. (Don Palermo)	Dec. 4, 1939
103	Empty	
105	Lombardo Produce Co	Dec. 28, 1939
107	Watrous & Sons	Dec. 4, 1939
[fol. 1829]		
109–11	Heart of America Growers'	December 4, 1939
109–11	William Fean	Dec. 4, 1939
113	Midwest Potato Co.	Dec. 4, 1939
115	L. Gordon & Son	Dec. 6, 1939
117	Walinov Produce Co.	Dec. 4, 1939
119	Market Fruit Co.	Dec. 14, 1939
121	P. C. Sirchis & F. S. Ferrante	Jan. 4, 1940
123	F. Pepperdine & Sons	Dec. 11, 1939
125	Roccaforte Bros.	Dec. 22, 1939
127	Empty (David H. Hale)	(April 14, 1940)
129	Terminal Paper & Supply Co.	Dec. 9, 1939
131–33	Dreyer-Dworak Commission Co.	Dec. 4, 1939
135	Royal Fruit & Produce Co.	Dec. 4, 1939
137–39	Baum Fruit and Produce Co.	(Who moved into unit 127 about Dec. 14, 1939, and from there to units 137–39 about Jan. 23, 1940.)

Warehouse and Sales Building D.

200–02	Sarser Produce Co.	Dec. 4, 1939
204	S. Junsberg Produce Co.	Dec. 4, 1939
206	Winick Bros.	Dec. 4, 1939
208	Empty	
210–12	A. Fienberg & Son	Dec. 4, 1939
214	Empty	
[fol. 1830]		
216	Empty	
218	Second Floor Entrance Lobby.	
220	Empty	
222	Empty	
224	Empty	
226	Empty	
228	Empty	
230	Empty	
232	Empty	
234–36	Litman Produce Co.	About Jan. 10, 1940

Brokers' Building (Second Floor, "D" Building)

Room No.	Occupant	Date of Occupancy
301	Graham Cookesey & Co.	Dec. 29, 1939
302–04	Martin Ungerleider	Dec. 29, 1939
306–08	Empty	
310–12	Empty	
314–16	C. H. Robinson Co	Jan. 10, 1940
318–20	Central Brokerage Co.	Jan. 5, 1940
321	Postal Telegraph Co.	Jan. 8, 1940
322–24	Empty	
327	Kansas Food Dealers' Assn.	Jan. 16, 1940
326–28	Empty	
329	Western Union Telegraph	Jan. 16, 1940
330–44	Club Rooms	
[fol. 1831]		
333	Guy E. Stanley, Jr. Ins.	Jan. 6, 1940
343–49	Market Operations	Dec. 29, 1939
351–57	Kansas City Industrial Land Co.	Jan. 19, 1940
359	Public Works Administration	
354–72	United States Engineers	Jan. 10, 1940
363–67	Pacific Fruit Express	About Feb. 1, 1940
375	Brown & Lee Carlot Brokers	Dec. 29, 1939

[fol. 1832] PLAINTIFF'S EXHIBIT No. 103

Bernice Jackson

Feb. 28, 1940

National Produce Company has signed for one unit in Kansas City Food Terminal. This Company has an unexpired lease on Walnut Street where $1,350.00 will accrue in rent after December 1, 1939. (1250)

Junsburg and Sons, which has also signed a lease for one unit, has $1,350.00 on an unexpired lease in Kansas City, Mo. (1250)

Henry Fishman, lessee of one unit, recently leased a place at 4th and Main Street, Kansas City, Mo., to keep from going in a new market building. He claims that he has been damaged $1,000.00 and wants that amount allowed on his lease in the new Food Terminal. (1250)

DeFeo Fruit Company has a lease on Walnut Street, with about 3 months to go, and leases on 4 different places in Kansas City, Mo., which are used for storage of bananas. They claim that the unexpired leases and abandoned equipment will amount to $7,950.00. (8000)

A. Robinson and Sons Fruit Company's lease on Walnut Street expired October 1, 1939, but under some trade made about 2 years ago, they have prepaid rent for garage facilities which they claim amounts to $2,750.00 and which amount they desire to be absorbed. (2750)

[fol. 1833] Ike Sarser is a surviving partner of Sarser Brothers. He signed a lease for 2 units in the Kansas City Food Terminal and afterwards he and his sister-in-law signed a lease in the new City Market, Kansas City, Mo., and desires that absorbed. The lease is for 5 years at $40.00 per month. (0)

L. Yukon and Sons has a lease on present place of business and pay $125.00 per month rent. This lease has about 2 years to run and he also claims some damage on account of abandoning special equipment. (3000)

A. Feinberg, banana man, has a lease on his present place of business for about 2 years. He pays $150.00 per month rent and sublets half of his space for $85.00. (3000)

Mallin Produce Company, which is the largest apple concern in the market, occupies the northeast corner of 3rd and Walnut Street. He claims that it is the best location in the

entire market area. He has been a tenant in this place for over 20 years and some relative or close friend own the property. He formerly paid $400.00 a month rent, but on account of depression and other circumstances, got his rent reduced to $100.00 per month and has sublet a portion of it for exactly $100.00 per month. Mr. Mallin has never stated how long his lease runs. (5000)

H. Widlansky, owner of Quality Banana Company, rents a two-story and basement building from B. C. Christopher at a rental of $175.00 per month. He sublet a part of the [fol. 1834] first floor to the Western Union at $50.00 per month and has about 2 years to run on the lease. He also claims that he will be damaged by abandoning equipment and has talked about a total settlement of $6,000.00. (5000)

Litman Produce Company, which is the largest or one of the largest firms in the market, has an old stand at the northeast corner of 4th and Walnut Street. He claims this is the best location in the market. His lease has about 3 years to run and he pays $125.00 per month.

H. Weiner Commission Company, lessee of 2 units, has an unexpired lease of about 1½ years and some special equipment. He is very reasonable to deal with and says that anything that is fair is fair.

Winnick Brothers are banana dealers. They have an existing lease and special banana equipment. They are probably the wealthiest firm in the market and any future credit will be respected.

Carrott Holmes Company is a large concern that trucks produce in 5-state area from Kansas City. It claims that about 8% of its business is in Kansas City. This firm has a lease at 201 Grand Avenue on which they pay a rent of $210.00 per month. They also lease some adjoining ground to park trucks and gave a statement in which they showed that the unexpired leases would amount to in excess of $9,000.00 and that their abandoned equipment would amount [fol. 1835] to about $11,000.00. They have not signed any lease in the Kansas City Food Terminal but want at least 5 units in Building C, provided that adjustment is made of their existing lease and equipment, which they estimate at approximately $25,000.00. This firm also state that they have a proposition from the Rock Island to build facilities adjoining A. Dicks and Son and that they have an attractive proposition from that railroad.

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PLAINTIFF'S EXHIBIT NO. 104

1836

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First Three Months	Monthly Rental: Thereafter	Remarks
LEASES WHICH HAVE BEEN FULLY EXECUTED BY LESSEE AND CITY, THE CITY'S COPY OF WHICH IS ON FILE WITH THE CITY CLERK AND THE LESSEE'S COPY OF WHICH HAS BEEN DELIVERED TO LESSEE.						
Phil Pisciotta	Unit No. 130, containing an area of 3797 square feet in Produce Building A.	July 20, 1939.	One year.	$50.00	$150.00	
George Nigro	Unit No. 139, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
Paul Brunal and Paul Nigro, partnership	Unit No. 105, containing an area of 3797 square feet in Produce Building B.	August 20, 1939.	Three years.	$50.00	$150.00	
Joseph F. Cohen	Unit No. 238, containing an area of 3797 square feet in Produce Building D.	June 1, 1939.	One year with option of renewal.	$50.00	$150.00	The option for renewal provision does not state for how long a period.
Joseph F. Cohen	Unit No. 236, containing an area of 3797 square feet in Produce Building D.	June 1, 1939.	One year with option of renewal.	$50.00	$150.00	The option for renewal provision does not state for how long a period.
James J. Rabbitt	Unit No. 201, containing an area of 3797 square feet in Produce Building C.	August 21, 1939.	One year.	$50.00	$150.00	
A. C. Richo, Wm. Foss, Fred Kroein, Joe Van Heirebilch and Louis J. Richo	Unit No. 111, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
Frank Salmeron	Unit No. 208, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	One year.	$50.00	$150.00	

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental First Three Months	Monthly Rental Thereafter	Remarks
Frank Sullivan	Unit No. 210, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	One year.	$50.00	$150.00	
David Skaga	Unit No. 155, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Three years.	$50.00	$150.00	
A. F. Dreyer	Unit No. 153, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Five years.	$50.00	$150.00	
Ben Palermo	Unit No. 101, containing an area of 3644 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
G. Polito	Unit No. 105, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Three years.	$50.00	$150.00	
Waterous & Sons	Unit No. 107, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Three years.	$50.00	$150.00	
Louis Adelman	Unit No. 116, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
Henry Benn	Unit No. 157, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
J. V. Balocca	Unit No. 123, containing an area of 3615 square feet in Produce Building B.	June 1, 1939.	One year.	$50.0	$150.00	

PLAINTIFF'S EXHIBIT NO. 104 Pl 1838

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental First Three Months	Monthly Rental Thereafter	Remarks
Joe Lombardo	Unit No. 131, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	One year.	$50.00	$150.00	
Dave Greenstein	Unit No. 113, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
William Malinov	Unit No. 117, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Three years.	$50.00	$150.00	
Market Fruit Co.	Unit No. 119, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
F. C. Sirchia and J. F. Fernante	Unit No. 121, containing an area of 3615 square feet in Produce Building B.	June 1, 1939.	Three years.	$50.00	$150.00	
Joe Dworak	Unit No. 125, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
David L. Hale	Unit No. 129, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Three years.	$50.00	$150.00	
Ike Sarger	Units Nos. 200 and 202, containing an area of 7977 square feet in Produce Building D.	June 1, 1939.	Two years.	$100.00	$300.00	

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1839

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First Three Months	Monthly Rental: Thereafter	Remarks
A. C. Rieke, Wm. Fenn, Alma Vanderberg, Joe Van Keirsbilck, Louis J. Rieke, F. F. Cretan	Unit No. 109, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	
Abraham Feinberg	Unit No. 212, containing an area of 3797 square feet in Produce Building D.	June 1, 1939.	Two years.	$50.00	$150.00	
Joe Cherrito	Unit No. 232, containing an area of 3797 square feet in Produce Building D.	June 1, 1939.	Two years.	$50.00	$150.00	
Simon Yukon	Units Nos. 214 and 216, containing an area of 7593 square feet in Produce Building D.	June 1, 1939.	Two years.	$100.00	$300.00	
J. J. Daleria	Units Nos. 220 and 222, containing an area of 7593 square feet in Produce Building D.	June 1, 1939.	Three years.	$100.00	$300.00	
Joseph De Greo	Units Nos. 120 and 122, containing an area of 7230 square feet in Produce Building A.	June 1, 1939.	Five years.	$100.00	$300.00	
Mike DeFeo	Unit No. 116, containing an area of 3797 square feet in Produce Building A.	June 1, 1939.	One year.	$50.00	$150.00	
Miner & Saroff Com. Co., Inc.	Units Nos. 112 and 114, containing an area of _____ square feet in Produce Building A.	June 1, 1939.	Two years.	$100.00	$300.00	

1840

Name of Lessee	Description of Leased Premises	Date of Lease	Per. of Lease	Monthly Rental First Three Months	Monthly Rental Thereafter	Remarks
Harry Robinson Unit Nos 2 K	Units Nos. 100 and 102, containing an area of 7441 square feet in Produce Building A.	June 1, 1939.	Three years.	$100.00	$	
Faro D'Angelo Lease Co	Unit No. 106, containing an area of 3797 square feet in Produce Building A.	June 1, 1939.	Three years.	$50.00	$150.00	
Louis Gordon	Unit No. 132, containing an area of 3797 square feet in Produce Building A.	June 1, 1939.	Two years.	$ 0.00	$150.00	
Jack DeVee	Units Nos. 134, 136 and 138 containing an area of 11250 square feet in Produce Building A.	June 1, 1939.	Two years.	$150.00	$450.00	
Carl Caruso	Unit No. 137, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	Two years.	$50.00	$150.00	

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First three Months	Monthly Rental: Thereafter	Remarks
LEASES WHICH HAVE BEEN SIGNED WITH CONDITIONS ATTACHED - NOT YET ACCEPTED BY CITY.						
H. Widlansky, doing business as "Quality Banana Company"	Unit No. 104, containing an area of 3797 square feet in Produce Building A. Mark OK Newitt	August 28, 1939.	Two years.	$50.00	$150.00	The lease contains the following statement after the signature of Lessee: "This lease is made on the distinct understanding that lessor will assume lessee's present lease at 218-21[illegible] Walnut Street and take over lessee's present equipment in said premises on a cash basis satisfactory to lessee; otherwise this lease is null and void."
Joseph L. Robinson, doing business as "National Produce Company"	Unit No. 118, containing an area of 3797 square feet in Produce Building A.	August 17, 1939.	One year.	$50.00	$150.00	This lease contains the following provisions "This lease is conditioned on lessor paying lessee the sum of One thousand three hundred and fifty ($1,350) dollars in cash to hold lessee harmless from loss on account of moving equipment and existing lease."
William F. Holm Produce Company	Units Nos. 134 and 136, containing an area of 7594 square feet in Produce Building A.	July 24, 1939.	One year.	$100.00	$300.00	This lease contains the following statement after the signature of Lessee: "This lease is made subject to cancellation by the Port Produce Company before occupation of said location. City of L.C.L. By J. J. LaGuardia"

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental First Three Months	Monthly Rental Thereafter	Remarks
Ziegler & Co.	Unit No. 128, containing an area of 3797 square feet in Produce Building A.	July 27, 1939.	One year.	$80.00	$150.00	This lease has been improperly executed, the firm name only being written in the place of signature. Nothing to indicate the nature of the organization. Below the signature appears the following: "If lease is signed with the understanding it may be cancelled before moving in. L. P. Ziegler J. J. DeMaria"
Minnick Brothers	Unit No. 206, containing an area of 3797 square feet in Produce Building D.	August 18, 1939.	One year.	$80.00	$150.00	This lease contains the following statement after the signatures of lessees: "This lease is made on the distinct understanding that my present lease at 309 Walnut Street, Kansas City, Missouri, and special equipment be settled for in cash in manner and amount satisfactory to me; otherwise this lease is null and void."
Henry Fishman & Company	Unit No. 230, containing an area of 3797 square feet in Produce Building D.	None.	One year.	$80.00	$150.00	There is nothing to indicate the nature of this organization. The lease is signed by the lessee as follows: "Joseph DeFree Henry Fishman" Their signatures are witnessed by J. J. DeMaria. Nothing to indicate whether the parties signing as lessee are partners or what connection they have with Henry Fishman & Company.

1843 EB 28

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First Three Months	Monthly Rental: Thereafter	Remarks
Litman Produce Co.	Units Nos. 234 and 236, containing an area of 7977 square feet in Produce Building D.	August 17, 1939.	Ten years.	$100.00	$300.00	Nothing to indicate the nature of this organization. It is signed by Sam Litman, and contains the following provision beneath the signature: "This lease is made on the distinct understanding that my present lease at 317 Walnut Street, Kansas City, Missouri, and special equipment be settled for in cash in manner and amount satisfactory to me; otherwise this lease is null and void."
Western Union Telegraph Co.	Room numbered 329 in Building D, said room containing an area of 360 square feet.	October 1, 1939.	One year.	$35.00	$35.00	
Herman Wieschienk	None.	None.	None.	None.	None.	This proposed lease is incomplete in all respects, except that it has been signed by the prospective lessee. No description, no date, no term, no rental. There is a pencil memorandum attached to the lease reading as follows: "35 ft. clothing store."
Sam K. Weingarden	None.	None.	None.	None.	None.	This proposed lease is incomplete in all respects, except that it has been signed by the prospective lessee. No description, no date, no term, no rental. There is a pencil memorandum attached to the lease readin as follows: "For Linn. Ave. Bldg. With bank. Retail Grocery Store."

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First Three Months	Monthly Rental: Thereafter	Remarks
Steno Bondi	None.	None.	None.	None.	None.	This lease has been signed as follows: "Steno Bondi By Joe Bondi". Beneath the signature appears the following: "References Jno. London Prop. Italian Gardens Also Frank Zapari Also Prop. Italian Gardens and Pres. Kansas City Restaurant Association." This lease contains no information as to description, date, term or rental. There is a pencil memorandum attached to the lease reading as follows: "For Club Room."
H. Jamberg & Son Produce Co., Inc.	None.	September 29, 1929	Two years.	None.	None.	This lease contains the following special provision: "This lease is conditioned on lessor paying lessee the sum of (one thousand three hundred and fifty ($1,350) Dollars in cash to hold lessee harmless from loss on account of moving equipment." The lease contains no description of the leased premises; therefore the amount of rental is not shown in this statement.

10 1845

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Record of Rents: Paid Where Recorded	Record of Rents: Thereafter	Remarks
Joninsburg Produce Company	None.	None.	None.	None.	None.	This is simply a blank form of lease without description, date, term or any other data, but contains in the space provided for execution by the lessee the following: "Joninsburg Produce Company has signed Lease and is in Escrow with Henry Fishman. Now in Henry Fishman's safe."
H. F. Ziegler	None.	None.	None.	None.	None.	Only one copy of this document is in City's possession. It is signed by H. F. Ziegler and contains the following provision above the signature: "In the event, I change my mind this contract shall not be binding."
Theodore Polito and Joe Polito	None.	None.	None.	None.	None.	This is not an executed lease, but the blank lease contains the following statement without indicating who wrote it: "Theodore Polito owner of Sterling Produce operate business in City Market. Joe Polito also operate a stall in City Market. Both brothers have instructed me a save a Unite for them in Kansas City Food Terminal. They both have plenty of money and I have promises them I would save them a Unite."

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First Three Months	Monthly Rental: Thereafter	Remarks
Herman Rieschick	None.	None.	None.	None.	None.	This is merely a blank form of lease, signed by the lessee with his signature witnessed. "Within" to indicate what is to be leased, term, or any other information.
Philip L. Comella	None.	None.	None.	None.	None.	This is a blank lease, signed by the lessee with his signature witnessed, without any description, term or other information stated. There is a pencil memorandum attached to the lease reading as follows: "J. A. H. This is a Cleveland merchant who wants 2 units. Will take them any place. Just hold lease for present. G. L. S."
Palmo Produce	None.	None.	None.	None.	None.	This is not an executed lease, but the blank lease contains the following statement without indicating who wrote it: "Palmo Produce now have a stall in City Market. They have instructed me to move them one unit to the Kansas City Food Terminal. They cannot sign Lease at this time for reasons of their own, but their word is good."

1847

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First Three Months	Monthly Rental: Thereafter	Remarks
Mallin Produce Co. UNITS 108-110 NO LEASE	None.	None.	None.	None.	None.	This is a blank lease without description or term, with the name of Mallin Produce Company written in the space provided for lessee's signature, followed by the words: "by L. A. Benson". Below the signature appears the following: "We are signing this document with the privilege of cancelling the lease at any time we should decide. Mallin Pro. Co. By L. A. Benson"

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1848

Name of Lessee	Description of Leased Premises	Date of Lease	Term of Lease	Monthly Rental: First Three Months	Monthly Rental: Thereafter	Remarks
THE FOLLOWING COMPLETELY EXECUTED LEASES WHICH HAVE NOT BEEN DELIVERED TO THE LESSEES ARE BEING HELD IN THE CITY CLERK'S FILES ON INSTRUCTIONS FROM THE MAYOR TO HOLD FOR THE PRESENT.						
Joseph De Greo	Units Nos. 120 and 122, containing an area of 7230 square feet in Produce Building A.	June 1, 1939.	Five years.	$100.00	$300.00	
Frank Dalhoven	Unit No. 208, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	One year.	$50.00	$150.00	
Frank Dalhoven	Unit No. 210, containing an area of 3797 square feet in Produce Building B.	June 1, 1939.	One year.	$50.00	$150.00	

All 3 of these leases have been listed previously. Dalhoven's two leases are on pages 1 and 2 of the statement, and DeGreo's lease is listed on page 4.

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[fol. 1849] PLAINTIFF'S EXHIBIT NO. 105-PAGES 1, 2, 3, 4

Bernice M. Jackson

February 28, 1940

Kansas City, Kansas

November 30, 1939

The Board of Commissioners of Kansas City, Kansas Building

Gentlemen:

Your Committee, consisting of Howard Payne, City Clerk, Truman Schlup, City Engineer, and Alton H. Skinner, City Attorney, has up to this time, 10 o'clock Thursday, November 30th, interviewed the following prospective tenants of the Kansas City Food Terminal:

Mr. DeFeo, of the Defeo Fruit Company.
Mr. Litman, of the Litman Produce Company.
Mr. Hyman Widlansky, of the Quality Banana Company.
Mr. Harry Robinson, of the A. Robinson & Sons Fruit Company.
Mr. Wineck, of Wineck Brothers.
Mr. Roy Mallin, of the Mallin Brothers.
Mr. Junsberg, of H. Junsberg & Son Produce Company.
Mr. Si Yukon, of the L. Yukon & Sons.
Mr. Ike Sarser.
Mr. A. Feinberg.

And still has to see Mr. Joe Robinson, of the National [fol. 1850] Produce Company, and Mr. H. Winer, of H. Winer Commission Company, and Henry Fishman.

The following described general situation is found to exist:

First: That most of these firms have in mind a plan of operating in both cities for some considerable time as a part of their ideas as to the manner of moving the market.

A. Robinson & Sons, and the Mallin Produce Company are exceptions, as we get it, from this general plan.

The Junsberg firm, a corporation, is composed of father son and other members of the family, we presume, and the

father expects to continue in business in Kansas City, Missouri, market where he has signed a lease.

Young Junsberg has nothing to move, but claims to have been advised by one Joe DeOreo, that he should receive $1350.00, plus concessions made in the lease common and universal to all leases in the buildings in the Food Terminal.

Your Committee was furnished an estimate by the Board, as to the amount of adjustments that was thought to be necessary to consider in this connection. Up to date, the demands made upon the Committee are about as follows:

DeFeo Fruit Company	$16,500
Litman Produce Company	15,000
Quality Banana Company	14,500
A. N. Robinson & Sons	7,700
[fol. 1851] Winick Brothers	12,000
Mallin Produce Company	20,000
Junsberg (son and a partner, a new business)	1,350
Si Yukon	10,000
Ike Sarsar	7,500
A. Feinberg	6,000

Not yet seen, H. Winer Commission Company and Joe Robinson, of the National Produce Company.

A considerable number of the above firms demand an immediate cash settlement. One or two would consider a credit on the rent to absorb this over a period of time. All persons included were told straight out that the City had no money on hand to make any cash concessions.

Due to the fact of the tremendous amounts asked, no proposition of adjustment was talked to them, except that the months of December 1939, and January 1940 would be free; beginning February 1, 1940 for three months, the rent would be on each unit $50.00 per unit and that the basis of any concessions made because of existing leases and discarded equipment, would be absorbed at a rate not to exceed fifty per cent per month per unit of the rent fixed in the contract, and all were told that the rent should be for such period of time as to cover the complete absorption.

It was discovered also that many of the signs as painted [fol. 1852] in the Food Terminal, did not correspond with the leases filed with the City. It was discovered also that most of the signs as painted, were not quarters satisfactorily located to the prospective tenants.

It was discovered that the Quality Banana Company planned to be a sublessee on Unit 102 of A. N. Robinson & Sons, for the basement. It was likewise discovered that the Mallin lease was for one unit and not for two units as shown by the signs, and it was likewise discovered that Winick Brothers planned to use two basements and one salesroom in Building D, and that the improvements had been installed in conformity with said plan, so that there is a first floor vacant in Building D.

Another thing that was developed from the interviews was that the merchants were not coming to the existing market in Kansas City, Missouri, to buy their produce, and that one of the hopes of the prospective tenants was that the merchants would be induced to come down and buy their produce in the new Terminal, and yet each and every one of the persons interviewed talked about the possibility of loss of business, and magnified the same.

When one takes a look at the quarters in which they are at present located, the persons interviewed seemed to be making demands for the original cost, including repairs to date, of whatever facilities they now had, and also demands for any prospective future liability that may be occasioned [fol. 1853] by existing leases, together with an additional sum that might amount to a consideration for their respective businesses as a going concern.

A common expression at all interviews was "credits do not pay losses". This was said in connection with the discussion of the absorption plan in making the adjustments. One gentleman made the remark that it was not his worry where the cash came from, the City could get the cash, that was their lookout.

Each of the gentlemen contacted made frequent statements to the effect that they had consulted with Mr. Guy E. Stanley and Mr. Joseph DeOreo. Mr. Joseph DeOreo accompanied Mr. Jack DeFoe to the City Hall, came into the Committee room, but did not remain in the Committee room during the Committee's discussion with Mr. DeFeo.

Your Committee made a number of notes during each of these interviews, and all sessions of the Committee were attended by the full Committee, and in the presence of Mr. Walter Rouse, General Attorney for the Union Pacific Railroad Company, who participated in the discussion, and likewise made notes.

Concerning the various claims of each of the parties interviewed one significant statement was made by one individual when he stated that "we have friends, but friendship does not sell produce; it is quality and price. If we [fol. 1854] haven't the quality to sell at the price, some other fellow that has the quality and the price makes the sale."

This must be regarded as preliminary and not in detail; it is to give the Board a picture of the results to date.

[fol. 1855] PLAINTIFF'S EXHIBIT No. 106

Bernice Jackson, Feb. 28, 1940.

Memorandum of bases respecting obligations to be assumed by the City of Kansas City, Kansas, in connection with the occupancy of the new Kansas City Food Terminal.

1. Any prospective tenant of the Kansas City Food Terminal who has heretofore or who hereafter signs a lease for occupancy of one or more units and who, prior to the starting of construction of the Kansas City Food Terminal, has in good faith entered into a lease on premises in Greater Kansas City which carries obligations beyond the date of opening of the Kansas City Food Terminal, the City will

(a) allow to such tenant the sum of $250.00 per unit covering expense of moving (58 units);

(b) allow to such tenant the amount expended by such tenant in settlement for rentals due on existing leases, existing leases to be deposited with the City; and

(c) allow to the tenant the value, to be determined by *by* the City, of equipment and fixtures in existing places of business which are rendered valueless by reason of moving to the new Food Terminal.

The amounts above enumerated are to be by way of (In pencil: not to exceed) credits to the extent of 50% of the rentals payable by the tenant to the City under the new leases, until the amounts to be allowed to tenants have [fol. 1856] been fully paid, thereafter full rental to be paid, on condition that the tenant will enter into a lease with the City for space in the Kansas City Food Terminal extending for a term of not less than —— years, or the City may, at

its option, negotiate with the tenants for a cash settlement at any time.

2. It is contemplated that the Kansas City Food Terminal will be open for operation on December 4, 1939, and for all tenants who commence occupancy of the Kansas City Food Terminal on that date the City agrees that it will not serve the 30 day notice provided for in the lease form heretofore adopted by the City and which has, prior to December 4, 1939, been signed by tenants of said Terminal until January 1, 1940, because of the fact that all of the facilities connected with the Food Terminal will not have been completed on that date. By fixing the date of serving the notice on January 1, 1940, the rental on all of said leases will become effective on February 1st.

3. The adjustments herein provided for apply only to Buildings A, B and D in said Food Terminal.

[fol. 1857] PLAINTIFF'S EXHIBIT No. 107

Bernice Jackson, February 28, 1940

(Letterhead)

Law Offices Henry J. & Charles Aaron

33 South Clark Street, Chicago

Henry J. Aaron 1899-1922; Charles Aaron, Ely M. Aaron, Charles E. Clark, Franklin Raber, Lewis Schimberg.

September 27, 1939.

Mr. Alton H. Skinner, City Attorney, Kansas City, Kansas.

Re: Proposed supplemental lease and agreement between The City Ice & Fuel Company and the City of Kansas City, Kansas.

Dear Mr. Skinner:

This will acknowledge receipt of both your letters of September 20th transmitting to me supplemental agreement between The City Ice & Fuel Company and the City of Kansas City, which has been authorized by the Board of Commissioners of Kansas City and duly published in accordance with law.

We are pleased to return the agreement herewith, duly executed on the part of The City Ice & Fuel Company, and will thank you to have it executed by the Mayor and the City Clerk of Kansas City, and then return one of the original duplicates to us.

[fol. 1858] I have dated the contract the 22d day of September, 1939, which was the actual date of execution by The City Ice & Fuel Company. I assume that this will be proper. At any rate, the testimonium clause provides for execution "as of the day and year first above written."

I appreciate the kind expression from you and Mr. Walter Rouse, and want to reciprocate with my kindest wishes for you both.

Yours very truly, (Signed) Charles E. Clark.

CEC:M
enc.

[fol. 1859] PLAINTIFF'S EXHIBIT No. 108

(Copy) Bernice Jackson

February 28, 1940.

(Pencil notation) Plfs Ex. 8 OB pages 1 and 2 1-22-40.

Memo to: Aleen Hoyt, Carter Ringlep, John McKee.

December 14, 1939.

cc: Russ Rullman of Caples Agency.

From: Karl Koerper.

Subject: The Food Scout—Union Pacific Railroad thru The Caples Company.

This is a confirmation of the various conversations concerning our Food Scout program with Messrs. Haugh, Schmidt, Stanley of Union Pacific, Mr. Rullman of the Caples Agency, Carter Ringlep and myself, prior to the actual signing and accepting of the contract.

1. It was definitely established, with all concerned, that the Food Scout program was conducted by KMBC as a service program and would be continued only as such. So classified, it would contain only unbiased, unprejudiced information and news concerning fresh fruits and vegetables and that all such material would continue to be judged

solely on its interest and value to the housewife. As a KMBC service program, we shall continue to maintain complete control as to its format, content, and the method in which the commercials are handled.

[fol. 1860] 2. Sponsorship of the program is available with the understanding that not more than three separate and distinct commercials will be permitted and that the total word count on all commercials shall not exceed 450 words. In this instance, as noted on the contract, the commercial sponsor is the Union Pacific Railroad and the product to be advertised is the Union Pacific rail facilities. Commercials involving any products, commodities, or services other than comprehended in the above will not be accepted.

3. In view of the above, it is obvious that the use of commercials for the promotion of the market, rather than the Union Pacific Railroad, will not be permitted, nor will promotion of the market be acceptable as a part of the program content. References to the market facilities which are of interest or value to the housewife, or necessary to identify the remote origination, are of course in order—but only under these circumstances. Even then such references will not be permitted to contain any comparative or superlative statements involving any other market.

4. The competitive situation which has developed between the two local markets has grown into a major local controversial issue. As such, the recent Code adopted by the National Association of Broadcasters establishes a definite procedure for us to follow in the handling of such matters. We are not permitted to sell time for discussion of controversial issues, but rather offer free to both sides [fol. 1861] equal, adjacent time in order that our listening audience may have the benefit of the thinking on both sides of the question.

5. We will not permit any advertiser to use his commercial for anything but the product or service specified on his contract, which obviously precludes the use of such commercials for the dissemination of propaganda or the discussion of controversial issues.

KK:dm K.K.

[fol. 1862] PLAINTIFF'S EXHIBIT No. 109

Bernice Jackson

February 28, 1940.

(Pencil notation) Plfs Ex 9 OB 1-22-40

Pages 1 and 2

(Copy) The Caples Company, Advertising

1416 Dodge Street—Omaha, Nebraska

Kansas City, Mo., December 19, 1939.

Mr. Karl Koerper, K. M. B. C. Radio Station, Kansas City, Missouri.

Dear Mr. Koerper:

I wish to reduce to writing our understanding regarding the objectives and handling of the "Food Scout" program which we authorized for Union Pacific Railroad beginning Monday, December 18.

The entire purpose and design of this advertising should be centered about acquainting the general public with the facilities of the new Kansas City Food Terminal; and gaining the cooperation and good will of grocers, growers, produce dealers, and brokers who use this market, and who will appear on the programs.

With this objective in mind, it is our desire that each program contain material concerning the physical facilities of the plant—that is, the equipment which the railroad and the produce dealers use in handling fresh fruits and vegetables. If K:M.B.C. regards this subject as "commercial", [fol. 1863] the amount of such material used should be governed by your regulations in regard to this; but in no case should the program contain less than this minimum.

References to the market properties should be handled in several ways:

1. By direct reference, such as the mention of the location and size of the market.

2. By indirect reference in connection with fruits and vegetables during the "Food Scout's" description of what is available on the market.

or 3. By interviews with business men and officials connected with the market.

The actual phrasing of all references to the market should be free from any comparison with any other Kansas City

market, and should not refer to any previous conditions of the fruit and vegetable industry in Kansas City. It is our hope that market information may be handled in such a way that it will be extremely interesting to house wives and should be presented in a newsy informal way.

We must ask that all programs be reduced to writing—with the possible exception that such interviews which concern only fruit and vegetables information may be ad libbed—and that the scripts be furnished us sufficiently in advance that corrections and approval may be made. Of course, it is understood that last minute changes involving [fol. 1864] men to be interviewed might be made, but otherwise the program will be presented as indicated in the script. We ask that your station obtain the approval of Mr. G. S. Stanley, or Mr. C. C. Weedin of the Union Pacific Railroad, Kansas City, Mo., on any questions of importance that may arise at the last minute.

It is our understanding that K. M. B. C. is planning to introduce new features in this program, such as broadcasts from refrigerator cars, cold storage rooms, etc. Within the next two weeks, I would like to receive a list of all the suggested feature programs and merchandising ideas which may be incorporated to keep this program varied and interesting.

Each program is to contain reference to recipes which will be distributed through the Union Pacific Ticket Office, Kansas City. Copies of these recipes are to be furnished by K.M.B.C. until special Union Pacific recipes can be furnished, which will probably be within the next two weeks.

Arrangements should be made to furnish Mr. E. C. Schmidt and the Caples Company with a copy of each final script; also it has been agreed to exchange scripts with K.O. A., Denver, so that the two market programs might present some semblance of unity.

The Caples Company appreciates your fine cooperation in making this program a success for our client, The Union Pacific Railroad.

[fol. 1865] Sincerely, The Caples Company, (Signed) Russ Rullman, Russell R. Rullman.

RRR/ctc

cc Mr. Carter Ringlep, K.M.B.C.
Mrs. Alleen Hoyt, K.M.B.C., Kansas City, Mo.
Mr. E. C. Schmidt, Union Pacific Railroad, Los Angeles, California.

[fol. 1866] PLAINTIFF'S EXHIBIT No. 110

(Pen and ink notation) Plfs Ex 10 OB 1-22-40

Bernice Jackson

Feb 28 1940

Pages 1 and 2

December 23, 1939

Mr. Russ Rullman, The Caples Company, Omaha, Nebraska

Dear Russ:

Re: Union Pacific Railroad

This will acknowledge, with thanks, your good letter of December 19th concerning the manner in which the Food Scout program is being handled.

The great amount of time which was spent in discussing this program and our policies with relation thereto, before the actual signing of the contract, was—I felt—definite insurance against any misunderstanding later on, and I feel confident that this will be the case. It was with this in mind that the attached memo was dictated to put in writing a resume of those discussions.

Your letter, I know, was written in the same spirit and while it is comprehensive, it contains some misgivings from our standpoint. You have expressed in detail a desire to incorporate in each program what appears to me to be promotional copy on the new market, and have even referred to the possibility of this copy being considered as commercial [fol. 1867] by us. You further state that in no case should the program contain less than your minimum, from which I infer that you want us to make up the difference between the actual Union Pacific commercial and our wordage limitations with copy on the market. This, of course, is not at all acceptable, nor in accord with our previous discussions which the attached memo covers in detail.

The primary object of the program is to inform the housewife on fresh fruits and vegetables. As I recall, in outlining this particular policy, we said that where references to the market logically and naturally fitted into the script and were of interest and news-worthy to the housewife, they were permissible. Mention of the refrigeration room,

for instance, as a means by which the freshness of a large shipment of carrots is maintained, would fall into this classification.

It is a pleasure to work with you, Russ, and we have thoroughly enjoyed the opportunity which your stay in Kansas City has afforded us to become better acquainted. Having had this close contact, I am confident that in the main, we are thinking along the same lines although even then it is best to reduce these matters to writing. It is in this spirit that this letter is addressed to you.

The other matters which you cover in your letter, including the handling of the scripts, remotes from time to time from different parts of the market, etc. are, I assume, the [fol. 1868] result of your discussions with Carter. He will follow through on these in a satisfactory manner, I am sure.

Sincerely yours, ——— ———.

KK:dm

[fol. 1869] PLAINTIFF'S EXHIBIT No. 111

Bernice Jackson

February 28, 1940

KMBS, Kansas City, Union Pacific Food Scout, Thursday, January 4, 1940 • 8:30 a. m.

Cue: Cut to Terminal.

Anner: The Union Pacific Railroad presents the Food Scout—Martha Hunter! Good morning! This is Bert Lane speaking to you direct from Kansas City's new Food Terminal where Martha Hunter is waiting to tell you all about what's new in fresh fruits and vegetables this morning! Each morning, bright and early, the Food Scout visits the Terminal to gather first-hand information to help you with your buying. Every item she mentions is on sale at local stores. But here's the Food Scout to speak for herself—Martha Hunter!

Hunter: Good morning, everyone! Those cold winter days stay with us, all right, even though it has warmed up a little. And if I'm not mistaken your family is demanding some good hearty food with plenty of calories as a result. But don't forget your "protective" fresh fruits and vegetables. Protective food, you know, is a term scientists apply

[fol. 1870] to foods which, generally speaking, build up our health and our resistance to infectious diseases, such as colds. High on our list of protective foods come fresh fruits and vegetables, because of their rich vitamin and mineral content.

Annor: Martha, I've been wondering if the cost of these green groceries is any index to the amount of protection they give.

—Page 2—

Union Pacific Food Scout * 1/4/40

Hunter: Not a bit—and that, perhaps, is one of the nicest things about using them. All the citrus fruits, for instance, rate high in protective qualities yet they now are on our extra thrifty list. Spinach, acorn and Hubbard squash, sweet potatoes, and broccoli deserve special mention and a medal or two. Yet, with the possible exception of broccoli, these vegetables are almost always in the low-price class. So you see, even though you do have to be very careful of the budget in planning meals, you can include plenty of these fruits and vegetables which will mean so much to your health. But who's our first guest to tell us what we'll find here at the Food Terminal today, Bert?

[fol. 1871] Annor: Mr. Jimmie Palermo of Mallin and Company——

Hunter: Good—then I know we'll find out something about apples—and apple dishes do sound good on cold days, don't they?

(Ad lib interview)

Hunter: Thank you, Mr. Palermo. Now, Bert, let's find out what we have next door on the team tracks this morning.

Annor: (Car arrivals)

—Page 3—

Union Pacific Food Scout * 1/4/40

Hunter: Bert, you keep speaking of cars on track for diversion. I'm going to ask you what that means, because I know lots of ladies are wondering. Can you tell us?

Annor: Yes, I was curious about that myself and checked up on it. Kansas City, you know, is the Heart of America—really the center of the United States, so, each year, thousands of cars are sent here for diversion. That is, they are

sent in here unsold and then diverted or sold to other cities, usually on East of us.

Hunter: That's it—so much speed is required in handling [fol. 1872] produce that often a car starts rolling without a buyer at the other end. Sometimes it is just consigned to the Food Terminal here. Then, it may be sold in transit by one of the brokers, or it may be held here for a few hours while they wait to get it sold farther East. Thus, the buyers of the East and the shippers of the West get together here in Kansas City.

Annor: Well, Martha, isn't there a big advantage to Kansas City housewives in the fact that Kansas City is a big diversion point?

Hunter: Yes, indeed—because our produce men have so much more choice in making their purchases. Instead of being forced to pick from ten cars or so they will have perhaps one hundred. That's one big reason fresh produce sells at some of the lowest prices in the United States right here in Kansas City.

Annor: One more reason for feeling lucky that we live here in Kansas City.

—Page 4 —

Annor: (Cont'd) But, Martha, we have a guest waiting—Mr. Joe D'Angelo of the D'Angelo Celery Company—

Hunter: Fine—we'll hear from him right now—

(Ad lib interview)

[fol. 1873] Hunter: Thank you, Mr. D'Angelo—Now, Bert——

Annor: Ready with that news from the Surprise Your Husband Department!

Hunter: All right—and suppose this evening we make it baked spareribs and sauerkraut—browned potatoes—head lettuce with spicey dressing—rye bread and butter—with Banana Fritters for dessert, and coffee! Bananas, you know, are an extremely good buy right now. And since the Banana Fritter recipe I want you to use is recommended by Union Pacific, you can let the family imagine they are enjoying dinner on one of those famous Union Pacific dining cars when you serve it.

Annor: Union Pacific recipes are developed and tested in the Union Pacific Research Kitchens, and Union Pacific wants you to have this delicious yet easy recipe for Banana

Fritters. If you live in Kansas City just telephone Victor six-five-three oh and it will be mailed to you, or if you are downtown today stop in at the Union Pacific Ticket Office, two-oh-eight East Eleventh, and ask for your copy. (More)

—Page 5—

Anncr: (Cont'd) Wherever you live you can write to [fols. 1874-1911] Union Pacific in care of KMBC, Kansas City.

Hunter: This is something new in desserts I hope you will try * * * But now I see our time is up, so until tomorrow morning at eight-thirty, this is Martha Hunter, your Food Scout, saying Good Morning!

Anncr: The Union Pacific Railroad invites you to join them tomorrow morning at eight-thirty, when they will again present Martha Hunter, the Food Scout, in a broadcast of fruit and vegetable news direct from the New Kansas City Food Terminal at the West end of the Intercity Viaduct. See you tomorrow!

Cue: Cut to studio.

[fol. 1912] PLAINTIFF'S EXHIBIT No. 112

Bernice Jackson

February 29, 1940

Page 1

(Copy of Photostatic Copy)

Lease

This Agreement, made this 1st day of March 1939 between J. E. Fitz-patrick, J. I. Fitz-patrick, Gladys A. Rhodes and Mary Louise Fitz-patrick — hereinafter called Landlord, residing or having an office at its agent J. F. Houlehan Realty Company, 1008 Sharp Building, Kansas City Missouri, and Sam Litman, hereinafter called Tenant, residing or having an office at 317 Walnut Street in Kansas City, Missouri.

(The term "Tenant" and all personal pronouns used herein referring to "Tenant" shall include the singular, plural, and masculine, feminine and neuter gender, as the context and circumstances require, and if there be two or more included in the term, the provisions hereof shall ap-

ply to each, jointly and severally. In event of an assignment of this lease with written consent of the Landlord, the term shall apply to assignees, jointly and severally, but no consent to assignment shall release the "Tenant" named herein, nor permit subsequent assignment or assignments without like written consent, and no successive written consent to assignment shall release any prior assignee of any obligations incurred or assumed hereunder.

[fol. 1913] The term "Landlord" shall include the singular or plural, as the circumstances require, and reference to the Landlord as "he" or by other personal pronoun shall include all persons or corporations included as "Landlord.")

Witnesseth: That Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Kansas City, Jackson County, Missouri, being more particularly described as ground floor storerooms and basements numbered and known as 317 Walnut Street and 102 East 4th Street together with basement space underneath storerooms numbered 313 and 315 Walnut Streets, being the same premises now occupied by tenant.

X ——, X ——, (Signed) Gladys A. Rhodes, X ——.

for a term of one (1) years and no months, beginning with the 1st day of March, 1939, and ending with the last day of February, 1940, at noon.

1. Landlord shall not be liable for inability to deliver possession to Tenant at any stated time or for the withholding of possession by other parties at the inception of the term, but Tenant is not to pay rent for any undelivered portion of time—rent to begin from any date after the beginning of said term when premises can be delivered to [fol. 1914] Tenant.

2. Tenant agrees to and shall pay to Landlord, at office of Landlord, or at such other place as Landlord may in writing from time to time design e, rent for said premises, in monthly installments in advance on the first day of each month (unless otherwise provided herein) as follows: $175.00 on the first day of March, 1939, and $175.00 on the first day of April, 1939, and each succeeding month thereafter during the term of this lease. The tenant shall have and is hereby given the right, at his ~~its~~ option, to

extend and renew this lease on the same terms and conditions without exception and for a further term of four years from and after March 1, 1940, to and including the last day of February, 1944, upon the express condition however that the tenant shall give landlord sixty days' written notice of his ~~its~~ intention to avail himself of his optional rights of the extension.

(Notation) Office of J. F. Houlehan Realty Co.

Page 2

3. Tenant shall use the premises continuously for the business of wholesale and retail sale of produce — and for no other purpose.

4. During the term, or any extension thereof, Tenant will not do, allow or permit:—any sale at auction to be held or carried on in the premises; any assignment or transfer of this lease or the leasehold to be made by operation of law, [fol. 1915] unless resulting from the death of Tenant; any levy upon or sale of the leasehold under an execution or judgment; any assignment of this lease, or subletting of the premises, or any part thereof; any other person, firm or corporation to come in, with or under Tenant; anything to be done or kept in the premises which will cause cancellation of, or increase in the premium for, fire and explosion insurance on the premises, or on the building of which the premises may be a part, or on contents belonging to anyone in the building, over the rate for occupancy of the business above mentioned; any interference with the rights of other tenants in the building or annoyance to them; any disturbance of the peace or loud or boisterous conduct in and about the premises; any operation of machinery in the premises; any musical or noise-making instruments to be used in the premises; any overloading of the floors, walls or building; any overloading of the elevator, plumbing, sewer, water, electrical or heating systems; any alterations or additions to be made in or to the premises; any painting of the exterior walls thereof; any signs, billboards or advertisements to be placed or maintained upon any part of the premises, exterior walls, or upon the roof (except lettering upon the plate glass windows, of color, size and design approved by Landlord or Landlord's agent); any awnings to be erected without written consent of Landlord; any claims for damages, howsoever caused, to be made or

[fol. 1916] maintained against Landlord for injury or damage to merchandise, fixtures and other property in the premises, and hereby releases Landlord of all such claims; any part or all of the premises to remain vacant or unoccupied for more than five consecutive days; any nuisance to be carried on or maintained in the building; anything to be done, kept or sold in the premises in violation of any law or ordinance or which will injure the reputation and credit of the premises or building; any claim to be made or maintained against the Landlord on account of increase of insurance rates which may result from the occupancy of any other portion of the building by other tenants, or by any change of tenants which may take place from time to time, or from any other cause or reason; any liability to attach to Landlord or the premises on account of non-payment of utility service bills; any claims or liens to be established against the Landlord, the premises, land or building on account of any repairs or improvements whatever placed in the premises, by the Tenant; any overhead signs or signs which extend over the sidewalk or other public ways to be erected or maintained; any consent or petition for granting a license for sale of intoxicating liquors in the vicinity of the premises to be signed for Landlord, premises or Tenant; any claims to be made against Landlord on account of injury or damage from the elements, casualty, or from leakage, howsoever caused, and Landlord is hereby released of any such claims.

[fol. 1917] 5. Tenant agrees to and will permit:—Landlord to restrain by injunction any assignment of this lease not consented to by Landlord or any unauthorized use, occupancy, or sub-letting of the leased premises or the doing of any act or thing in violation of the terms hereof, and consents to that a mandatory injunction may issue if required to enforce the terms hereof; the removal of any signs erected in violation of this lease, without any liability attaching therefor for damages or otherwise; pipes, wires and appliances for servicing other portions of the building to be maintained, installed and carried through the premises, and work to be done thereon at all reasonable hours, without making any claims for damage or inconvenience caused thereby; Landlord, or agent, to enter at all reasonable hours for inspection and work upon the premises and to exhibit same to others and to do work on other

parts of the buildings, including addition of other stories on the building, if Landlord elects so to do; the carrying on of any work, repairs, alterations or improvements in and about the building by or for the Landlord.

6. Tenant agrees:—to comply with all insurance regulations so the lowest fire, liability and explosion rates may be obtained; to pay all insurance premiums required to insure the full value at all times of all improvements made by Tenant in or to the premises, with designation in policies so the proceeds thereof will be used to pay the cost of restoration thereof, in event of damage or destruction by [fol. 1918] fire, explosion, tornado or civil commotion, and if, by agreement, such improvements shall not be replaced or restored, the proceeds shall be equitably apportioned between Landlord and Tenant; to maintain the premises and appurtenances in a first class condition and to pay for all repairs within or appurtenant thereto; to replace broken glass with glass of the same kind and quality as that which may be broken during the term; to at all times protect water pipes, heating apparatus, plumbing fixtures, appliances and sprinkler system from becoming frozen; to indemnify, protect and defend the Landlord from and against claims for damage or injury, of whatsoever kind or character, to person or property, howsoever caused, occurring in or about the leased premises, approaches and sidewalks adjacent or pertaining to the same, and to include Landlord as an assured in any liability insurance carried by Tenant; to pay all costs and attorney's fees incurred by Landlord in connection with any claim therewith; to save Landlord free and harmless from any and all claims for damage or destruction of any kind occurring in or about the leased premises, or to property contained therein; to install meters and pay all heat, water and light bills incurred in the premises; to keep the premises, approaches, sidewalks and alleys adjacent or pertaining to the same clean and sightly and free from snow and ice; to pay and discharge all reasonable costs, attorney's fees and expenses incurred by [fol. 1919] Landlord in enforcing the terms of this lease; to pay 8% interest on defaulted sums; that use and maintenance of any areaway under sidewalks or streets, and maintenance of canopies on, or signs extending over public ways, is permissive only and that Tenant will pay any tax or charge hereafter assessed by public authority on

account thereof, and will make no claim against the Landlord if any of such uses or maintenance is hereafter prohibited by lawful authority. If by special covenant, the Landlord agrees to make any repairs during the term, that he shall be under no obligation so to do unless notified, in writing, by the Tenant, of the necessity thereof. Landlord shall have a reasonable time thereafter to effect such repairs, but failing so to do, for any reason, Landlord shall not be liable for damages on account of such failure, or from injuries resulting therefrom, but Tenant, in event of unreasonable delay, may proceed with the making thereof and may charge the Landlord therefor. The Landlord shall, under no circumstances, be liable for any sum, for any cause, to any person, beyond the actual cost of making such repairs, if any.

(Notation) Office of J. F. Houlehan Realty Co.

Page 3

7. Tenant has seen, examined and knows the condition of the premises and accepts same in the present condition, without relying on any representations of Landlord or agent, (subject to ordinary wear, tear and deterioration in [fol. 1920] the event the term commences after the date hereof), and acknowledges that there is nothing in or about the premises rendering same dangerous or injurious to life, limb or health, and that the premises are structurally suitable for the business of Tenant.

8. Any notice given by Landlord shall be sufficiently served if addressed to Tenant at the leased premises and duly deposited as prepaid registered mail.

9. In case, during the term created or previous thereto, the premises hereby let, or the building of which said premises are a part, shall be destroyed or shall be so damaged as to become untenantable by fire or by providential means, then, in such event, at the option of Landlord, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction, and Tenant shall immediately surrender said premises and all interest therein to Landlord, and Tenant shall pay rent within said term only to the time of such surrender; provided, however, that Landlord shall exercise such option to so terminate this lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. In case Landlord shall not so elect to terminate

this lease, in such event, this lease shall continue in full force and effect, and the Landlord shall repair the leased premises with all reasonable promptitude, placing the same in as good condition as they were at the time of the damage [fol. 1921] or destruction, and for that purpose may enter said premises and rent shall abate in proportion to the extent and duration of untenantability. In either event Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within five (5) days after the request of the Landlord. If the leased premises shall be but slightly injured by fire or the elements, so as not to render the same untenantable and unfit for occupancy, then the Landlord shall repair the same with all reasonable promptitude, and in that case rent shall not abate or determine. No. compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased premises, however, the necessity may occur. If Landlord cannot obtain fire insurance in responsible companies by reason of Tenant's occupancy, Landlord may terminate this lease.

10. All repairs, alterations, additions, electrical wiring, plumbing, partitions, balconies, installations and fixtures (except movable fixtures and equipment belonging to Tenant) installed in the premises by either party shall belong to Landlord and remain in and be surrendered with the premises. Tenant is not obligated or permitted to make any alterations or additions but if such permission is granted, Tenant shall have no power to bind Landlord or the premises for any claims or mechanic's liens therefor.

[fol. 1922] 11. All property of Tenant in the leased premises during the term hereof (except merchandise actually sold) shall be held and bound by a lien for payment of rent and full performance of all agreements to be performed by Tenant, and in the event of default the Landlord may foreclose such lien and take possession, in person or by agent, of all property in the premises, and sell same therein or elsewhere at any time on giving ten days written public notice of the time, terms and place of such sale and of the property to be sold, by posting up four printed or written advertisements, one to be posted on the leased premises and the others in public places in the vicinity of sale. Such sale shall bar Tenant's rights of redemption.

12. If Tenant shall make any assignment of this lease or any subletting of the demised premises in any way or manner not authorized by the terms hereof, the acceptance by the Landlord of any rent from any persons claiming as assignee, sublessee or otherwise, shall not be construed as a recognition of any such assignment or subletting or as a waiver of the rights of the Landlord hereunder to collect any rent from Tenant, it being expressly agreed that Landlord may at any time accept rent and money due upon this lease from anyone offering to pay the same without thereby acknowledging the person or concern so paying as tenant or tenants in place of Tenant herein, or without thereby recognizing the claim under which such person or concern [fol. 1923] shall offer to pay said rent or other money and without thereby releasing Tenant from the obligations and covenants in this lease.

13. If default is made in the payment of any installment of rent on the due date thereof, or if Tenant shall default in the performance of any other agreement (other than payment of rent) and such default (other than payment of rent) continues for ten days after written notice thereof, or if the premises be vacated or abandoned in violation of the terms hereof, or this lease or the premises pass into the hands of any court, trustee, receiver or officer, or beyond the control of Tenant, then and in any such event this lease shall terminate, at the option of Landlord, and Landlord may re-enter the premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this lease shall terminate and Landlord may exclude Tenant from the premises, changing the lock on the door or doors if deemed necessary, without being liable to Tenant for any damages or for prosecution therefor. Landlord's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and Tenant expressly agrees, notwithstanding termination of this lease and re-entry by the Landlord, that Tenant shall remain liable for a sum equal to the entire rent payable to the end of the term hereof [fol. 1924] and shall pay any loss or deficiency sustained by the Landlord on account of the premises being let for the remainder of the original term for a less sum than before. Landlord, as agent for Tenant, without notice, may re-let

the leased premises or any part thereof for the remainder of the term or for any longer or shorter period, as opportunity may offer, and at such rental as may be obtained, and Tenant agrees to pay the difference between a sum equal to the amount of rents payable during the residue of the term and the net rent actually received by the Landlord during the term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which difference shall accrue and be payable monthly.

14. To more effectively secure payment of the rent and other sums to Landlord herein provided for, it is agreed as a condition of this lease that the filing of any petition in bankruptcy, or insolvency, or for reorganization under the Bankruptcy Act, either by or against Tenant, shall constitute a breach of this lease, and thereupon ipso facto, without re-entry or other action by Landlord, this lease shall terminate, and notwithstanding any other provisions contained herein, Landlord shall forthwith on such termination be entitled to recover damages for such breach, in an amount equal to the amount of the rent reserved in this lease for the residue of the term hereof, less the fair rental value of the premises for the residue of said term, and Land-[fol. 1925] lord, shall, in such event, be entitled to the immediate possession of the leased premises, and all persons withholding possession thereof, or any part of same, shall be deemed guilty of unlawful detainer.
(Notation) Office of J. F. Houlehan Realty Co.

Page 4

15. If such a petition be filed by a third party against Tenant, and Tenant desires, in good faith, to defend against the same, this lease shall nevertheless terminate and Landlord shall be entitled to recover damages as aforesaid, anything herein to the contrary notwithstanding, provided, however, if Tenant is not in default in payment of rent or in the performance of any other obligation hereunder at the time of filing of such a petition, and pays or causes to be paid an amount equal to the rent and performs or procures the performance of the full equivalent of Tenant's other obligations hereunder during the time Tenant is in good faith conducting a defense against such a petition, and finally procures an adjudication that he is not insolvent and a judgment dismissing such a petition, the Landlord as an

executory promise agrees (provided the above conditions are fulfilled) to re-let the premises to Tenant from the beginning of the term hereof for the balance of the term herein specified, on the same terms and conditions as contained in this lease (giving proper credit to Tenant for all sums paid), and in such event, such agreement shall be con- [fol. 1926] clusively deemed to have been accepted by Tenant, and shall be binding on both parties hereto, without the necessity of the execution and delivery of a new lease.

16. The rights and remedies of Landlord under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults, of Tenant hereunder shall not be deemed or construed to be a continuing waiver of such breach or default, nor as a waiver of or permission, express or implied, of any subsequent breach or default, and it is agreed that the acceptance by Landlord of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after the termination in any way of this lease shall reinstate, continue or extend the term above demised.

17. In the event Landlord herein holds title to said premises by virtue of a lease, then this sublease is and shall remain subject to all of the terms and conditions of such underlying lease, so far as shall be applicable to the premises herein leased. This lease shall also be subject and subordinate in law and equity to any existing or future mortgage placed by Landlord upon the leased premises or the building of which the leased premises form a part.

[fol. 1927] 18. At the expiration of this lease, Tenant will surrender keys and peaceable possession of the leased premises to Landlord or Agent, in good condition; loss by fire, casualty, Providence and deterioration excepted.

19. The provisions, covenants and conditions of this lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or sub-letting by Tenant,

without the written consent of Landlord, shall vest any right in the assignee or sublessee of Tenant.

20. Landlord agrees that so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, it being expressly understood and agreed, however, that the aforesaid covenant of quiet enjoyment (express or implied) shall be binding upon Landlord only so long as Landlord remains the owner in fee or leasehold of the land and building of which the demised premises form a part, anything to the contrary in this instrument notwithstanding.

21. In the event of a bona fide sale of the premises herein —cribed to the city of Kansas City, Missouri, the Landlord reserves the right to cancel this lease by giving ninety days' written notice of his intention so to do at any time.

[fol. 1928] In Witness Whereof, The parties have hereunto set their hands the day and year above written to duplicate copies.

(Signed) J. E. Fitz-Patrick, J. I. Fitz-Patrick, Gladys A. Rhodes, Mary Louise Fitz-Patrick. Landlord. (Signed) Sam Litman, Tenant.

(Notation) Office of J. F. Houlehan Realty Co.

[fol. 1929] PLAINTIFF'S EXHIBIT No. 112

Pages 1, 2, 3, 4

Lease

This agreement, made this 27th day of December 1939 between J. E. Fitz-patrick, J. I. Fitz-patrick, Gladys A. Rhodes and Mary Louise Fitz-patrick hereinafter called Landlord, residing or having an office at its agent J. F. Houlehan Realty Company, 1008 Sharp Building, Kansas City, Missouri, and—Sam Litman—hereinafter called Tenant, residing or having an office at 317 Walnut Street in Kansas City, Missouri—

(The term "Tenant" and all personal pronouns used herein referring to "Tenant" shall include the singular,

plural, and masculine, feminine and neuter gender, as the context and circumstances require, and if there be two or more included in the term, the provisions hereof shall apply to each, jointly and severally. In event of an assignment of this lease with written consent of the Landlord, the term shall apply to assignees, jointly and severally, but no consent to assignment shall release the "Tenant" named herein, nor permit subsequent assignment or assignments without like written consent, and no successive written consent to assignment shall release any prior assignee of any obligations incurred or assumed hereunder.

The term "Landlord" shall include the singular or plural, as the circumstances require, and reference to the Landlord as "he" or by other personal pronoun shall include all persons or corporations included as "Landlord.")

[fol. 1930] Witnesseth: That Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Kansas City, Jackson County, Missouri being more particularly described as ground floor storerooms and basements numbered and known as 317 Walnut Street and 102 East 4th Street together with basement space underneath storerooms numbered 313 and 315 Walnut Streets, being the same premises now occupied by tenant, for a term of (6) months, beginning with the 1st day of March, 1940, and ending with the last day of August, 1940, at noon.

1. Landlord shall not be liable for inability to deliver possession to Tenant at any stated time or for the withholding of possession by other parties at the inception of the term, but Tenant is not to pay rent for any undelivered portion of time—rent to begin from any date after the beginning of said term when premises can be delivered to Tenant.

2. Tenant agrees to and shall pay to Landlord, at office of Landlord, or at such other place as Landlord may in writing from time to time designate, rent for said premises, in monthly installments in advance on the first day of each month (unless otherwise provided herein) as follows:

$175.00 on the first day of March, 1940, and $175.00 on the first day of April, 1940, and each succeeding month [fol. 1931] thereafter during the term of this lease.

The tenant shall have and is hereby given the right, at his option, to extend and renew this lease on the same terms and conditions without exception and for a further term of four years from and after August 31, 1940 to and including the last day of August, 1944, Upon the express condition however that the tenant shall give landlord sixty days' written notice of his intention to avail himself of his optional rights of the extension. Landlord and tenant hereby agree that, should landlord elect to sell this property, remove, remodel or rebuild same, or (should this property be condemned by proper municipal authorities) landlord has the optional right to cancel this lease and regain peaceable possession of the above described premises within sixty days after landlord has given tenant notice by registered mail addressed to 317 Walnut St. K. C. Missouri.

3. Tenant shall use the premises continuously for the business of wholesale and retail sale of produce—and for no other purpose.

4. During the term, or any extension thereof, Tenant will not do, allow or permit:—any sale at auction to be held or carried on in the premises; any assignment or transfer of this lease or the leasehold to be made by operation of law, unless resulting from the death of Tenant; any levy upon or sale of the leasehold under an execution or judgment; [fol. 1932] any assignment of this lease, or subletting of the premises, or any part thereof; any other person, firm or corporation to come in, with or under Tenant; anything to be done or kept in the premises which will cause cancellation of, or increase in the premium for, fire and explosion insurance on the premises, or on the building of which the premises may be a part, or on contents belonging to anyone in the building, over the rate for occupancy of the business above mentioned; any interference with the rights of other tenants in the building or annoyance to them; any disturbance of the peace or loud or boisterous conduct in and about the premises; any operation of machinery in the premises; any musical or noise-making instruments to be used in the premises; any over-loading of the floors, walls or building; any overloading of the elevator, plumbing, sewer, water, electrical or heating systems; any alterations or additions to be made in or to the premises; any painting of the exterior walls thereof; any signs, billboards or advertisements

to be placed or maintained upon any part of the premises, exterior walls, or upon the roof (except lettering upon the plate glass windows, of color, size and design approved by Landlord or Landlord's agent); any awnings to be erected without written consent of Landlord; any claims for damages, howsoever caused, to be made or maintained against Landlord for injury or damage to merchandise, fixtures and other property in the premises, and hereby releases Landlord of all such claims; any part or all of the premises [fol. 1933] to remain vacant or unoccupied for more than five consecutive days; any nuisance to be carried on or maintained in the building; anything to be done, kept or sold in the premises in violation of any law or ordinance or which will injure the reputation and credit of the premises or building; any claim to be made or maintained against the Landlord on account of increase of insurance rates which may result from the occupancy of any other portion of the building by other tenants, or by any change of tenants which may take place from time to time, or from any other cause or reason; any liability to attach to Landlord or the premises on account of non-payment of utility service bills; any claims or liens to be established against the Landlord, the premises, land or building on account of any repairs or improvements whatever placed in the premises, by the Tenant; any overhead signs or signs which extend over the sidewalk or other public ways to be erected or maintained; any consent or petition for granting a license for sale of intoxicating liquors in the vicinity of the premises to be signed for Landlord, premises or Tenant; any claims to be made against Landlord on account of injury or damage from the elements, casualty, or from leakage, howsoever caused, and Landlord is hereby released of any such claims.

5. Tenant agrees to and will permit:—Landlord to restrain by injunction any assignment of this lease not consented to by Landlord or any unauthorized use, occupancy, [fol. 1934] or sub-letting of the leased premises or the doing of any act or thing in violation of the terms hereof, and consents to that a mandatory injunction may issue if required to enforce the terms hereof; the removal of any signs erected in violation of this lease, without any liability attaching therefor for damages or otherwise; pipes, wires and appliances for servicing other portions of the building to be

maintained, installed and carried through the premises, and work to be done thereon at all reasonable hours, without making any claims for damage or inconvenience caused thereby; Landlord, or agent, to enter at all reasonable hours for inspection and work upon the premises and to exhibit same to others and to do work on other parts of the buildings, including addition of other stories on the building, if Landlord elects so to do; the carrying on of any work, repairs, alterations or improvements in and about the building by or for the Landlord.

6. Tenant agrees:—to comply with all insurance regulations so the lowest fire, liability and explosion rates may be obtained; to pay all insurance premiums required to insure the full value at all times of all improvements made by Tenant in or to the premises, with designation in policies so the proceeds thereof will be used to pay the cost of restoration thereof, in event of damage or destruction by fire, explosion, tornado or civil commotion, and if, by agreement, such improvements shall not be replaced or restored, the proceeds shall be equitably apportioned between Landlord and Tenant; to maintain the premises and [fol. 1935] appurtenances in a first class condition and to pay for all repairs within or appurtenant thereto; to replace broken glass with glass of the same kind and quality as that which may be broken during the term; to at all times protect water pipes, heating apparatus, plumbing fixtures, appliances and sprinkler system from becoming frozen; to indemnify, protect and defend the Landlord from and against claims for damage or injury, of whatsoever kind or character, to person or property, howsoever caused, occurring in or about the leased premises, approaches and sidewalks adjacent or pertaining to the same, and to include Landlord as an assured in any liability insurance carried by Tenant; to pay all costs and attorney's fees incurred by Landlord in connection with any claim therewith; to save Landlord free and harmless from any and all claims for damage or destruction of any kind occurring in or about the leased premises, or to property contained therein; to install meters and pay all heat, water and light bills incurred in the premises; to keep the premises, approaches, sidewalks and alleys adjacent or pertaining to the same clean and sightly and free from snow and ice; to pay and discharge all reasonable costs, attorney's fees and expenses

incurred by Landlord in enforcing the terms of this lease; to pay 8% interest on defaulted sums; that use and maintenance of any areaway under sidewalks or streets, and maintenance of canopies on, or signs extending over public ways, is permissive only and that Tenant will pay any tax or charge hereafter assessed by public authority on account [fol. 1936] thereof, and will make no claim against the Landlord if any of such uses or maintenance is hereafter prohibited by lawful authority. If by special covenant, the Landlord agrees to make any repairs during the term, that he shall be under no obligation so to do unless notified, in writing, by the Tenant, of the necessity thereof. Landlord shall have a reasonable time thereafter to effect such repairs, but failing so to do, for any reason, Landlord shall not be liable for damages on account of such failure, or from injuries resulting therefrom, but Tenant, in event of unreasonable delay, may proceed with the making thereof and may charge the Landlord therefor. The Landlord shall, under no circumstances, be liable for any sum, for any cause, to any person, beyond the actual cost of making such repairs, if any.

7. Tenant has seen, examined and knows the condition of the premises and accepts same in the present condition, without relying on any representations of Landlord or agent, (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof), and acknowledges that there is nothing in or about the premises rendering same dangerous or injurious to life, limb or health, and that the premises are structurally suitable for the business of Tenant.

8. Any notice given by Landlord shall be sufficiently served if addressed to Tenant at the leased premises and duly deposited as prepaid registered mail.

9. In case, during the term created or previous thereto, [fol. 1937] the premises hereby let, or the building of which said premises are a part, shall be destroyed or shall be so damaged as to become untenantable by fire or by providential means, then, in such event, at the option of Landlord, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction, and Tenant shall immediately surrender said premises and all interest therein to Landlord, and

Tenant shall pay rent within said term only to the time of such surrender; provided, however, that Landlord shall exercise such option to so terminate this lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. In case Landlord shall not so elect to terminate this lease, in such event, this lease shall continue in full force and effect, and the Landlord shall repair the leased premises with all reasonable promptitude, placing the same in as good condition as they were at the time of the damage or destruction, and for that purpose may enter said premises and rent shall abate in proportion to the extent and duration of untenantability. In either event Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within five (5) days after the request of the Landlord. If the leased premises shall be but slightly injured by fire or the elements, so as not to render the same untenantable and unfit for occupancy, then the Landlord shall repair the same with all reasonable promptitude, and in that [fol. 1938] case rent shall not abate or determine. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased premises, however the necessity may occur. If Landlord cannot obtain fire insurance in responsible companies by reason of Tenant's occupancy, Landlord may terminate this lease.

10. All repairs, alterations, additions, electrical wiring, plumbing, partitions, balconies, installations and fixtures (except movable fixtures and equipment belonging to Tenant) installed in the premises by either party shall belong to Landlord and remain in and be surrendered with the premises. Tenant is not obligated or permitted to make any alterations or additions but if such permission is granted, Tenant shall have no power to bind Landlord or the premises for any claims or mechanic's liens therefor.

11. All property of Tenant in the leased premises during the term hereof (except merchandise actually sold) shall be held and bound by a lien for payment of rent and full performance of all agreements to be performed by Tenant, and in the event of default the Landlord may foreclose such lien and take possession, in person or by agent, of all property in the premises, and sell same therein or else-

where at any time on giving ten days written public notice of the time, terms and place of such sale and of the property [fol. 1939] to be sold, by posting up four printed or written advertisements, one to be posted on the leased premises and the others in public places in the vicinity of sale. Such sale shall bar Tenant's rights of redemption.

12. If Tenant shall make any assignment of this lease or any subletting of the demised premises in any way or manner not authorized by the terms hereof, the acceptance by the Landlord of any rent from any persons claiming as assignee, sub-lessee or otherwise, shall not be construed as a recognition of any such assignment or subletting or as a waiver of the rights of the Landlord hereunder to collect any rent from Tenant, it being expressly agreed that Landlord may at any time accept rent and money due upon this lease from anyone offering to pay the same without thereby acknowledging the person or concern so paying as tenant or tenants in place of Tenant herein, or without thereby recognizing the claim under which such person or concern shall offer to pay said rent or other money and without thereby releasing Tenant from the obligations and covenants in this lease.

13. If default is made in the payment of any installment of rent on the due date thereof, or if Tenant shall default in the performance of any other agreement (other than payment of rent) and such default (other than payment of rent) continue for ten days after written notice thereof, or if the premises be vacated or abandoned in violation of the terms hereof, or this lease or the premises pass into the hands of [fol. 1940] any court, trustee, receiver or officer, or beyond the control of Tenant, then and in any such event this lease shall terminate, at the option of Landlord, and Landlord may re-enter the premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this lease shall terminate and Landlord may exclude Tenant from the premises, changing the lock on the door or doors if deemed necessary, without being liable to Tenant for any damages or for prosecution therefor. Landlord's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and Tenant expressly agrees, notwithstanding termination of this lease

and re-entry by the Landlord, that Tenant shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiency sustained by the Landlord on account of the premises being let for the remainder of the original term for a less sum than before. Landlord, as agent for Tenant, without notice, may re-let the leased premises or any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Tenant agrees to pay the difference between a sum equal to the amount of rents payable during the residue of the term and the net rent actually received by the Landlord during the term after deducting all expenses of [fol. 1941] every kind for repairs, recovering possession and reletting the same, which difference shall accrue and be payable monthly.

14. To more effectively secure payment of the rent and other sums to Landlord herein provided for, it is agreed as a condition of this lease that the filing of any petition in bankruptcy, or insolvency, or for reorganization under the Bankruptcy Act, either by or against Tenant, shall constitute a breach of this lease, and thereupon ipso facto, without re-entry or other action by Landlord, this lease shall terminate, and notwithstanding any other provisions contained herein, Landlord shall forthwith on such termination be entitled to recover damages for such breach, in an amount equal to the amount of the rent reserved in this lease for the residue of the term hereof, less the fair rental value of the premises for the residue of said term, and Landlord shall, in such event, be entitled to the immediate possession of the leased premises, and all persons withholding possession thereof, or any part of same, shall be deemed guilty of unlawful detainer.

15. If such a petition be filed by a third party against Tenant, and Tenant desires, in good faith, to defend against the same, this lease shall nevertheless terminate and Landlord shall be entitled to recover damages as aforesaid, anything herein to the contrary notwithstanding, provided, however, if Tenant is not in default in payment of rent or in the performance of any other obligation hereunder at the [fol. 1942] time of filing of such a petition, and pays or causes to be paid an amount equal to the rent and performs or procures the performance of the full equivalent of Ten-

ant's other obligations hereunder during the time Tenant is in good faith conducting a defense against such a petition, and finally procures an adjudication that he is not insolvent and a judgment dismissing such a petition, the Landlord as an executory promise agrees (provided the above conditions are fulfilled) to re-let the premises to Tenant from the beginning of the term hereof for the balance of the term herein specified, on the same terms and conditions as contained in this lease (giving proper credit to Tenant for all sums paid), and in such event, such agreement shall be conclusively deemed to have been accepted by Tenant, and shall be binding on both parties hereto, without the necessity of the execution and delivery of a new lease.

16. The rights and remedies of Landlord under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults, of Tenant hereunder shall not be deemed or construed to be a continuing waiver of such breach or default, nor as a waiver of or permission, express or implied, of any subsequent breach or default, and it is agreed that the acceptance by Landlord of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no man- [fol. 1943] ner alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after the termination in any way of this lease shall reinstate, continue or extend the term above demised.

17. In the event Landlord herein holds title to said premises by virtue of a lease, then this sublease is and shall remain subject to all of the terms and conditions of such underlying lease, so far as shall be applicable to the premises herein leased. This lease shall also be subject and subordinate in law and equity to any existing or future mortgage placed by Landlord upon the leased premises or the building of which the leased premises form a part.

18. At the expiration of this lease, Tenant will surrender keys and peaceable possession of the leased premises to Landlord or Agent, in good condition; loss by fire, casualty, Providence and deterioration excepted.

19. The provisions, covenants and conditions of this lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or sub-letting by Tenant, without the written consent of Landlord, shall vest any right in the assignee or sublessee of Tenant.

20. Landlord agrees that so long as Tenant fully complies with all of the terms, covenants and conditions herein con- [fol. 1944] tained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, it being expressly understood and agreed, however, that the aforesaid covenant of quiet enjoyment (express or implied) shall be binding upon Landlord only so long as Landlord remains the owner in fee or leasehold of the land and building of which the demised premises form a part, anything to the contrary in this instrument notwithstanding.

21. In the event of a bona fide sale of the premises herein described to the city of Kansas City, Missouri, the landlord reserves the right to cancel this lease by giving ninety days' written notice of his intention so to do at any time.

22. Lessor owns property immediately adjacent to the leased premises and Lessee understands that a non-user of the leased premises would be detrimental to said adjacent property, even though Lessee may desire to continue to pay rent therefor. Therefore, if the Lessee shall fail for period of thirty days at any time during the term of this lease or any renewal thereof to conduct the business in and upon the leased premises contemplated by the terms of this lease, Lessor may at its election terminate this lease by giving Lessee notice of its intention so to do thirty days prior to the date of termination, upon which last mentioned date Lessor may enter and take possession of the leased premises in the [fol. 1945] same manner as is provided elsewhere herein for recovery of possession for non-payment of rent; it being the intention of the parties that the leased premises shall at all times during the term of this lease, except during a brief temporary period, be used for a going business concern.

In witness whereof, The parties have hereunto set their hands the day and year above written to duplicate copies.

J. E. Fitz-Patrick, Gladys A. Rhodes, Mary Louise Fitz-Patrick, Landlord; Sam Litman, Tenant.

[fol. 1946] PLAINTIFF'S EXHIBIT No. 113

Pages 1, 2, 3, 4, 5, 6, 7, 8

Bernice M. Jackson

February 29, 1940

Memorandum to Mr. H. Woodruff Tatlock, Associate Manager, Bond Department, in re: proposed public terminal, Kansas City, Kansas.

The Prudential Insurance Company of America, Kansas City Branch Office.

To: Mr. H. Woodruff Tatlock, Associate Manager, Bond Department.

Date, August 24, 1938.

In Re: Proposed Public Terminal for Kansas City, Kansas

The proposed Public Terminal located in Kansas City, Kansas, the construction of which is to be paid for from the issuance of a Revenue Bond issue of $3,000,000 and a federal grant under the Public Works Administration for $1,709,565, will be comprised of a grain elevator, conveyor gallery to a wharf on the Missouri River and a food terminal. The elevator, conveyor gallery and wharf have been completed and are now in operation. There are, against this part of the project, outstanding bonds in the amount of $1,033,000 which are to be refunded and form a part of the new issue of $3,000,000.

The food terminal is to be established for the accommodation of shipping, by highway, rail and water, fruits and vegetables originating in the producing areas of the West, Southwest and South. Structures and facilities are to be constructed and leased to wholesalers, jobbers and agents of wholesalers and jobbers for the receiving, storing, shipping, handling, sale and distribution of agricultural food products.

Approximately 17,000 carloads of fruits and vegetables, coming from 40 states and several foreign countries, were [fol. 1947] unloaded and sold in the Kansas City market in 1936. Of this number approximately 14,000 cars were received by rail and 3,000 cars by motor truck. Of the 14,000 cars received by rail, approximately 3,500 cars were unloaded directly into chain-store warehouses, leaving ap-

proximately 10,500 cars to be sold in the regular produce district of Kansas City, Missouri. Of the 3,000 cars received by truck, approximately 500 were unloaded directly into chain-store warehouses and about 500 at the Farmers' market on the outskirts of Kansas City, Kansas, and the remaining 2,000 cars were handled through the Kansas City, Missouri market. Thus the wholesale market in Kansas City in 1936 handled a total volume of business of approximately 12,500 cars.

It is estimated that approximately 60% of the fruits and vegetables, unloaded in Kansas City in 1936, was consumed within the city, while the remaining 40% was distributed west, as far as Salina and Concordia, Kansas; south, as far as Tulsa and Muskogee, Oklahoma, and Fort Smith, Arkansas; east, throughout the northwestern half of the state of Missouri; and north, into the extreme southern part of Iowa and the southeastern part of Nebraska.

Thus it is seen that the Kansas City market is a market for the producers of 40 states and is a distributing point for buyers in six states. For this reason the present market in Kansas City is really not a Kansas City market but is a [fol. 1948] market serving a region.

The Kansas City, Missouri facilities in their present condition are generally recognized as being inadequate to serve the city and the surrounding area. This market, the outgrowth of an old retail market, over a period of eighty years, located at a place that was satisfactory years ago, with its buildings in need of repair and its arrangement not conducive to efficiency, has become obsolete for handling produce under existing changed marketing conditions.

In order to remedy the inadequacy of the present market and provide for the Kansas City area a modern wholesale fruit and vegetable market, the city of Kansas City, Kansas, has drawn up tentative plans for a new market to be located where the Kansas River flows into the Missouri River, a place just over the State line—in Kansas—but still in the Kansas City metropolitan area. The location of the site proposed for this market with respect to the location of the present market and to the city as a whole was shown in Exhibit "A". Exhibit "B" is an airplane photograph showing the proposed site for the development in Kansas City, Kansas, with the tentative plans for the new market drawn into the picture. Exhibit "C" is a revised plat of the Terminal.

The plan as submitted provides for the use of approximately 102 acres of filled land along the Missouri River protected by a levee against flood water. It is almost perfectly [fol. 1949] level and at present has no buildings on it except the elevator, gallery and wharf which form a part of this project. These are, of course, advantages. The present plan of officials in Kansas City, Kansas, calls for the construction of four buildings to be used by wholesale dealers of fruits and vegetables of the type shown in Exhibit "D". These consist of two two-story and basement buildings containing 38 store units and 80 office units and two one-story and basement buildings containing 40 store units. The plan also calls for a farmers' market providing sheds and platform display space for 500 farmers. A fifth building is planned to be used as a fruit auction and the plans call for the building of a cold-storage house of 1,480,000 cubic feet.

The Union Pacific Railroad will construct at their own expense (on the land in the market leased from the city) adequate team track and rail facilities to the stores. By terms of the lease as proposed this railroad would agree to permit cars of all other railroads to be placed on these team tracks or at the stores, the charge being assessed for such service to be the regular switching charge as prescribed by the Interstate Commerce Commission. In return for the use of this land in the market the promoters of the market plan say that the railroad would be willing to pay an annual rental. The entire market, of course, would be properly lighted, would have adequate water facilities, the streets would be of proper width, and both streets and driveways would be paved.

[fol. 1950] This market project is an ambitious one and it should be pointed out that facilities as proposed are probably not all needed at this time. Present business in Kansas City will not support and does not require 78 store and 80 office units. This would be true even if every dealer now operating in Kansas City moved into the market. There are 54 wholesalers and jobbers operating in the City Market in buildings owned by the city and about 40 operating in privately owned stores in this area. A large proportion of the business of the 54 dealers operating in the buildings owned by the city is retail business and the space utilized by them consists only of small stalls. In a wholesale market many of these dealers would not operate be-

cause many of them are more nearly retailers than wholesalers in their operations. This means that while there are around 94 dealers now carrying on some jobbing business in fruits and vegetables in Kansas City, not all of these are strictly wholesalers and jobbers and many of them have such a small business that they would have no place in a market that carries on strictly a wholesale and jobbing business. In addition, some dealers who are strictly wholesalers and jobbers would not move into any new market.

Favorable factors which commend this project are:

(1) The city already owns the land and it is free from buildings; therefore, condemnation proceedings are unnecessary.

(2) The proposed location is such that plenty of land [fol. 1951] is available for expansion and for allied businesses.

(3) Although water transportation at present is not important in the transportation of fruits and vegetables in Kansas City, if at some future time this method of transportation should become important, the proposed location is situated on the banks of the Missouri River and could well handle any produce that might be moved in this way.

(4) The present plans do not call for the establishing of any retail market in connection with the wholesale and jobbing market.

(5) The market area is so located that it can be enclosed without interfering with other traffic, and the city agrees to widen and pave any additional streets to the market that may be necessary to handle the traffic.

The estimated investment in the entire project will be approximately $4,832,035 and detailed in Exhibit "E". It is anticipated that a total gross revenue of $401,729 will be obtainable from this investment, and after estimated deductions for structure maintenance, insurance and other expense there will be a net of $381,187 available for revenue bond service. The detail of this income and these operating expenses are set out in Exhibit "F".

There are objections that can reasonably be made to the Kansas City, Kansas proposal for the food terminal:

(1) There will be some difficulty inducing the more sub- [fol. 1952] stantial dealers to move from the established

market to any new location wherever it is. Some of these dealers have been doing business on the present market for as many as fifty years.

(2) The wholesale of produce is so closely associated with retail distribution and related to poultry, butter and eggs that it is doubtful that the wholesale market can be segregated and prove profitable.

(3) Marketing conditions are undergoing a change with the setting up of wholesale and produce divisions by the chain-store organizations. These organizations are constructing their own warehouses with cold-storage facilities in locations other than the present market. They have their own buyers in the field and this plan of purchase and storage together with their expanding retail activities clearly indicates that the trend is definitely toward contraction of marketing facilities rather than expansion.

(4) The Fruit Auction proposed as a part of this project is open to question when the population and economical trade area are considered.

(5) There is no apparent need for additional cold-storage facilities at this time. Kansas City, Missouri, has a highly efficiently operated warehouse within ½ mile of the present market operating at 50% capacity of which only a small percentage is derived from the market.

Wholesalers and jobbers use the refrigerator cars in [fol. 1953] which they receive their consignments for storage up to the full limit of 48 hours, thus holding this portion of their expense to a minimum.

(6) Kansas City, Missouri, has definite plans for revising their market facilities. This project, a definite part of a ten-year plan for public improvements, has (we understand) $500,000 available to reconstruct these facilities which it is claimed will be adequate for present needs and requirements for the next ten years.

(7) There is question whether the proposed Kansas City, Missouri market, consisting of retail, wholesale, and other correlated activities, will be on a self-supporting basis as it is stated that out of every tax dollar, five cents will be expended in the operation of the new market project and in the servicing of its bonded debt of $500,000 making it a civic subsidized enterprise. Therefore, even consider-

ing the revenue that may be procured in the Kansas City, Kansas market from sources not available to the Kansas City, Missouri market, the question might well be raised whether sufficient revenue will actually be forthcoming to service a large segregated project of the proposed magnitude of Kansas City, Kansas.

(8) A new market would be of little importance in the diversion of cars of fruits and vegetables at Kansas City for other parts of the country.

Exhibit "G" shows the proposed plan for the reconstruc- [fol. 1954] tion of the Kansas City, Missouri market and Exhibit "H", its relation to trackage and team tracks.

In applying to the Public Works Administration for a federal grant the Kansas City, Kansas authorities have apparently invited criticism. The Union Pacific Railroad is naturally using its influence to encourage this project since all the railroad consignments will be handled by that carrier, and their adjoining Fairfax Industrial District will naturally benefit over a period of time.

Considerable promotional activities have, and are being carried on. Contacts have been made with all wholesale dealers, jobbers, and producing farmers and numerous leases have been obtained. No doubt concessions have been offered to encourage a general movement toward the proposed market. This has reacted unfavorably with the Kansas City, Missouri authorities and strong partisan feeling is expressed on both sides as reflected in copies of letters and statements presented herewith for study under Exhibit "I".

The expense of the Kansas City, Kansas project is to be paid from a federal grant of $1,700,000 and revenue bonds of $3,000,000. These revenue bonds to be issued by the city are to be paid exclusively from the revenue produced by the property, and facilities constructed, or otherwise improved by the use of the proceeds of said bonds. A description of the original act is presented as Exhibit "J". [fol. 1955] As additional information we submit a statement of carloadings for 1936, the latest authentic information available as Exhibit "K". The commitment by the Union Pacific Railroad Company to construct trackage facilities to serve the project as Exhibit "L" and copies of leases being used in seeking tenants for the new market as Exhibit "M".

In conclusion we are of the opinion that:

(1) The present market is inadequate to meet the needs of the area.

(2) A new market, properly located, designed and equipped, and built on a scale in keeping with the needs of the Kansas City area would make possible substantial savings in the cost of distribution.

(3) Such a market, if built, should be designed to serve not only the metropolitan area of Kansas City but also the cities and towns in the surrounding territory.

(4) In order to provide a suitable market, cooperative action is necessary between both Kansas Cities.

(5) Cooperative action between the two cities is not possible, because the Kansas City, Kansas project is in the promotional state subject to the sale of the bonds and obtaining of a federal grant and the new market in Kansas City, Missouri, on a much smaller scale, is apparently assured for Kansas City, Missouri.

(6) It would be most unfortunate to have a division of [fol. 1956] the market for this would probably mean that neither would be a financial success and the efficiency of distribution would be seriously hampered.

(7) With 80 years of historical background and some merchants having 50 years of experience in this area it will be impossible to be anything but a split market if the Kansas City, Kansas project is carried to completion.

(8) It would appear that the success of the proposed issue is speculative, since first, there is no security pledged as collateral for the bond issue; second, the necessary revenue is not at the present assured; and third, there is no guarantor, municipal or private, of the necessary revenue or of the bonds.

In order to assure a successful produce market in Metropolitan Kansas City, cooperative action between the two cities is necessary and it is therefore regrettable that this project does not carry the united support of both Kansas City, Kansas, and Kansas City, Missouri.

Unfortunately, strong partisan feeling exists on both sides with the result that the immediate success of this project is dubious. The Kansas City trade area will not

support two markets with any appreciable degree of success, at least for some years to come.

Respectfully submitted, Herman J. Trum, Jr., Mortgage Loan Appraiser.

[fol. 1957] Approved: N. B. Randall, Manager. H. Sanford Weaver, Mortgage Loan Inspector.

[fol. 1958] For the sake of brevity in the Exhibit Record, the following exhibits, which were authenticated copies of Ordinances and Resolutions passed or adopted by the Board of City Commissioners of the City of Kansas City, Kansas, have not been copied in full, but there is shown opposite the exhibit number the subject matter of the exhibit, as follows:

K. C. K. Exhibit No.	Description
114	Ordinance No. 27004—Passed August 3, 1933. Authorizing and directing the Mayor to sign a contract on behalf of the City providing for plans and specifications for a bridge across Jersey Creek to be constructed on the line of the extension of Minnesota Avenue to connect with Fairfax Road in Wyandotte County, Kansas, and agreeing to pay the engineers a fee equal to 3½% of the cost of the work, to be paid upon issuance and sale of bonds to be issued by the City to pay for the cost of the bridge.
115	Ordinance No. 27010—Passed August 8, 1933. Appropriating and assessing cost of opening and extending Minnesota Avenue from the east line of Third Street to a point in the north city limits where the street connects with Fairfax Road.
116	Ordinance No. 27111—Passed November 2, 1933. Locating and establishing the extension of Minnesota Avenue on, over and across the property known and described as the Public Levee, Kansas City, Kansas, said street being a part of the facilities for improving the use of said Public Levee as such Levee.

117 Ordinance No. 27399—Passed August 14, 1934.

Amending Section 1 of Ordinance No. 27111 and locating and establishing an extension of Minnesota Avenue on, over and across the property known and described as the Public Levee in Kansas City, Kansas, said street being a part of the facilities for improving the use of said Public Levee as such Public Levee, and repealing Ordinance No. 27111.

118 Ordinance No. 27430—Passed September 11, 1934.

Amending Section 1 of Ordinance No. 27111, as previously amended by Ordinance No. 27399, and locating and establishing an extension of Minnesota Avenue on, over and across property known and described as the Public Levee, Kansas City, Kansas, [fol. 1959] said street being a part of the facilities for improving the use of said Public Levee as such Public Levee, and repealing Ordinance No. 27399.

119 Ordinance No. 27645—Passed March 7, 1935.

Amending Section 1 of Ordinance No. 27111, as previously amended by Ordinances No. 27399 and No. 27430, and locating and establishing an extension of Minnesota Avenue on, over and across property known and described as the Public Levee in Kansas City, Kansas, said street being part of the facilities for improving the use of said Public Levee as such Public Levee, and repealing Ordinances No. 27399 and No. 27430.

120 Ordinance No. 27675—Passed April 2, 1935.

Providing for the grading, curbing, paving and otherwise improving Minnesota Avenue Extension from the east line of Third Street to the north city limits of Kansas City, Kansas, and construction of a bridge over Jersey Creek, grade protection walls and extension of the Fairfax Sewer. The entire cost of making the improvements to be paid for in the manner provided by law; the bridge over Jersey Creek and Fairfax Sewer extension to be paid for by the issuance of general improvement bonds as provided by law.

121 Ordinance No. 27728—Passed May 2, 1935.

Providing for the issuance of bridge bonds of the City of Kansas City, Kansas, in the sum of $8,118 for the purpose of constructing a bridge over Jersey Creek on Third Street in the City of Kansas City.

122 Ordinance No. 28171—Passed February 6, 1936.

Authorizing the issuance of general improvement bonds of the City of Kansas City, Kansas, in the amount of $300,000 for the purpose of providing funds for improving the Public Levee of said City by constructing flood protection works, raising the surface thereof, constructing thereon docks, wharves, river and rail terminals, and a grain elevator terminal dock and wharf, to make the Public Levee of said City convenient, usable and accessible for use in connection with water transportation on the Missouri and Kansas Rivers adjoining said Levee, proceeds of which are to be used in cooperation and conjunction with other funds advanced for such purposes by the United States of America.

123 Ordinance No. 28568—Passed October 1, 1936.

Providing for the making of a survey and description of land to be condemned for the opening and widening of Minnesota Avenue Trafficway at the southwest corner of the intersection of Fourth Street with Minnesota Avenue Trafficway.

[fol. 1960] ~~124~~ Ordinance No. 28581—Passed October 8, 1936.

Condemning land for the opening and widening of Minnesota Avenue Trafficway.

125 Ordinance No. 28781—Passed January 5, 1937.

Providing for the issuance of general improvement bonds of the City of Kansas City, Kansas, in the sum of $24,000 for the purpose of paying the cost properly chargeable against the City for constructing bridge over Jersey Creek at its intersection with Minnesota Avenue Extension in the City of Kansas City, Kansas.

126 Ordinance No. 28816—Passed January 26, 1937.

Apportioning and levying special assessments for the cost of improving Minnesota Avenue Extension from the east line of Third Street to the north city limits.

127 Ordinance No. 29222—Passed August 10, 1937.

Providing for the construction of a sewer on the Public Levee property owned by the City of Kansas City, Kansas, and providing for the manner of paying for the same. The Ordinance provides that the cost of the improvement shall be paid by general improvement bonds to be issued together with such funds as may be contributed by the owner of the private property contiguous to the sewer.

128 Ordinance No. 30302—Passed December 6, 1938.

Providing for improving Minnesota Avenue Trafficway on Public Levee.

129 Ordinance No. 30390—Passed January 12, 1939.

Widening Minnesota Avenue Trafficway from the north line of the Public Levee to the west line of Second Street.

130 Ordinance No. 30474—Passed February 16, 1939.

Providing for the construction of additional sewer facilities on the Public Levee of Kansas City, Kansas, to serve the grain elevator terminal dock and providing that the cost of said improvement shall be paid from funds derived from the issuance and sale of general improvement bonds.

131 Resolution No. 10291—Adopted November 16, 1933.

Authorizing the improvement of Minnesota Avenue from the east line of Third Street to the east line of Second Street at the cost of the owners of the land liable to special assessments as provided by law.

[fol. 1961] 132 Resolution No. 10297—Adopted November 23, 1933.

Authorizing the construction of a bridge over Jersey Creek in connection with Minnesota Avenue im-

provement, at an estimated cost of $25,000, the cost of the improvement to be paid out of the proceeds from the sale of general improvement bonds.

133 Resolution No. 10349—Adopted August 16, 1934.

Authorizing the Mayor and City Clerk to execute Grant Agreement between the City and the United States of America Federal Emergency Administration of Public Works, Public Works Docket No. 6135.

134 Resolution No. 10363—Adopted November 22, 1934.

A Resolution sponsoring to the Kansas Emergency Relief Commission, as a relief project, improvements to Jersey Creek, consisting of cleaning, straightening, bringing to grade and widening Jersey Creek to a 20-foot channel, rip-rapping and building a wall 3 feet high on each side for sanitation purposes from the Missouri River to Eleventh Street, the City by the Resolution agreeing that the funds for the supervision and material necessary to be purchased which are not provided from Federal relief funds shall be provided by the City according to the provisions of Chapter 68, Laws of Kansas, Special Session 1933.

135 Resolution No. 10429—Adopted April 25, 1935.

Constituting the Mayor and the City Attorney agents of the City to cooperate with state and federal officers to procure building of a viaduct extending from Third and Minnesota Avenue easterly and northerly so as to cross railroad tracks; and to procure said viaduct to be built with Federal funds as a national Public Works project.

136 Resolution No. 10470—Adopted July 30, 1935.

Approving and accepting proposed written agreement amending the Grant Agreement with the Federal Emergency Administration of Public Works, Docket 6135, and authorizing the Mayor and City Clerk to execute the agreement.

137 Resolution No. 10499—Adopted August 29, 1935.

Sponsoring Works Progress Administration Project for completing all portions of Jersey Creek within the corporate limits of the city of Kansas City, Kan-

sas, not covered by previous applications, the City agreeing to provide funds for supervision and materials.

138 Resolution No. 10548—Adopted September 10, 1935.

Sponsoring Works Progress Administration Project for improvements to Jersey Creek covering the unfinished work covered by previous projects, the City agreeing to supply certain funds in connection therewith.

[fol. 1962] 139 Resolution No. 10583—Adopted January 23, 1936.

Revising estimate of costs of Minnesota Avenue Extension improvements, P. W. A. Docket 6135.

140 Resolution No. 10766—Adopted July 29, 1937.

Declaring necessity for constructing a sewer on Public Levee property and authorizing the cost to be paid from funds derived from the issuance and sale of general improvement bonds.

141 Kansas City, Kansas, Exhibit 141, not being an Ordinance or Resolution, will be found at page 2078 of Exhibit Record III.

142 Kansas City, Kansas, Exhibit 142, not being an Ordinance or Resolution, will be found at page 2081 of Exhibit Record III.

143 Ordinance No. 27149—Passed December 12, 1933.

Authorizing and directing the Mayor to sign a contract on behalf of the City providing for the employment of the firm of Horner & Wyatt of Kansas City, Mo., and Walter F. Schulz of Memphis, Tenn., as Associate Consulting Engineers to prepare the plans and specifications for the construction of wharf and dock improvements on the Public Levee.

144 Ordinance No. 27440—Passed September 20, 1934.

See Exhibit Record III, p. 2093.

145 Ordinance No. 27879—Passed August 8, 1935.

Finding and determining that it is necessary in the public interest that the Public Levee of the City of

Kansas City, Wyandotte County, Kansas, be immediately developed for levee purposes, and providing for a Loan and Grant Agreement between the City of Kansas City, Wyandotte County, Kansas, and the United States of America for the improvement of the Public Levee of the City of Kansas City, Kansas, for the raising of the elevation of the land, the construction of levees for flood protection, the installation of storm and sanitary sewers, the construction of grain elevator terminal dock, the construction of a mooring dock, the construction of a one-story office building, the construction of a shop building, the installation of railroad sidings and the construction of bridges across Jersey Creek under the provisions of the National Industrial Recovery Act and as authorized by the Statutes of Kansas, and directing the Mayor to sign on behalf of the City a contract with the United States of America, a full copy of which is set out in the Ordinance and by the terms of which the Government agreed to make a Grant not in excess of $482,000 and agreed to buy bonds of the City in the aggregate principal amount of $1,054,000.

146 Kansas City, Kansas, Exhibit 146, not being an Ordinance or Resolution, will be found at page 2144 of Exhibit Record III.

[fol. 1963] 147 Ordinance No. 28160—Passed January 30, 1936.

Providing for the improvement, construction, reconstruction and repairing of the Public Levee of the City of Kansas City, Kansas, and the docks, wharves, river terminals, grain elevator terminal docks and such storage, railroad and all other facilities as will make the publicly owned Levee of said city convenient and accessible for use in connection with water transportation of the navigable rivers adjoining such Public Levee, providing for the method of payment thereof, and repealing any and all action inconsistent with the provisions of the ordinance. This Ordinance authorizes the improvement of the Public Levee in accordance with plans prepared by engineering firms of Horner & Wyatt and Walter F. Schulz and further that the cost of making the improvements shall be

financed by an issuance of $300,000 general obligation bonds, an issue of $1,054,000 revenue bonds and by a Grant from the United States of America.

148 Ordinance No. 28161—Passed January 30, 1936.

See Exhibit Record III, p. 2155.

149 Ordinance No. 28414—Passed July 7, 1936.

Authorizing a supplemental agreement with the engineers on the Project for improving the Public Levee.

150 Resolution No. 10289—Adopted November 9, 1933.

Authorizing the Mayor and City Attorney of the City of Kansas City, Kansas, to prepare and submit to the officers of the United States Government under the provisions of the National Recovery Acts an application for a Loan and Grant for the cost of construction of wharf and dock improvements for Public Levee property estimated to cost $1,700,000, subject to the condition that the Legislature of the State of Kansas pass an Act authorizing the issuance of bonds in connection therewith, and directing the Mayor and City Attorney to file in the office of the City Clerk a true and correct copy of the application made under authority of the Resolution.

151 Resolution No. 10294—Adopted November 21, 1933.

Repealing Resolution No. 10289.

152 Resolution No. 10296—Adopted November 21, 1933.

Authorizing the Mayor and City Attorney of the City of Kansas City, Kansas, to prepare and submit to the officers of the United States Government under the provisions of the National Recovery Acts an application for a Loan and Grant for the cost of construction of wharf and dock improvements for public levee property estimated to cost $1,756,000, subject to the condition that the Legislature of the State of Kansas pass an Act authorizing the issuance of bonds in connection therewith, and directing the Mayor and [fol. 1964] City Attorney to file in the office of the City Clerk a true and correct copy of the application made under authority of the Resolution.

153 Resolution No. 10438—Adopted May 14, 1935.

Authorizing the Mayor and City Attorney to negotiate with the Public Works Administration to secure reconsideration of application and offer for the improvement of the Public Levee, P. W. A. Docket 4820.

154 Resolution No. 10596—Adopted March 5, 1936.

Rejecting bids for purchase of $300,000 general improvement bonds theretofore advertised for sale as authorized by Ordinance No. 27632 in connection with providing funds for the improvement of Public Levee, the rejection being deemed advisable because of the pending case in the Supreme Court of Fred Robertson et al. v. The City, seeking to enjoin the issuance and sale of the bonds.

155 Resolution No. 10626—Adopted June 4, 1936.

Authorizing and directing engineers to prepare plans and specifications in connection with levee improvement covered by P. W. A. Docket 4820.

156 Resolution No. 10630—Adopted June 23, 1936.

Changing the location of grain elevator terminal dock, covered by P. W. A. Docket 4820.

157 Resolution No. 10645—Adopted July 30, 1936.

Approving plans for improvements covered by P. W. A. Docket 4820 and authorizing and directing Mayor and City Attorney to present the same to P. W. A. for approval.

158 Resolution No. 10653—Adopted August 27, 1936.

Approving plans for improvement covered by P. W. A. Docket 4820 and authorizing engineers to present the same to P. W. A. for approval.

159 Resolution No. 10654—Adopted August 27, 1936.

Approving plans for improvements covered by P. W. A. Docket 4820 and authorizing the Mayor and City Attorney and Engineers to present the same to the P. W. A. for approval.

160 Resolution No. 10657—Adopted September 16, 1936.

Approving revised estimate of P. W. A. Docket 4820 and finding and determining that the City has funds

on hand or will be able to obtain funds for its portion of the cost of the project, its cost being estimated at $1,354,000, P. W. A. allotment $402,000, total of $1,756,000.

[fol. 1965] 161 Resolution No. 10658—Adopted September 16, 1936.

Approving bid from contractor, The Nicholson Co., Inc. for construction of grain elevator dock on Public Levee under P. W. A. Project 4820.

162 Resolution No. 10659—Adopted September 17, 1936.

Approving bid of Minneapolis Dredging Company for certain work under P. W. A. Project Docket 4820.

163 Resolution No. 10681—Adopted December 22, 1936.

Applying to the Public Works Administration for an addition to the Loan and Grant under P.W.A. docket 4820 in the sum of $9,000 covering additional expenditures necessary to complete the project.

164 Ordinance No. 28153—Passed January 30, 1936.

Relating to and providing for an agreement for the leasing of certain land and facilities on the Public Levee from the City of Kansas City, Kansas, to Union Pacific Railroad Company, a corporation of the State of Utah, and directing the Mayor of the City of Kansas City, Kansas, to execute said lease in the name of the City and directing the City Clerk to attest the signature of said Mayor and attach the seal of said City to said lease as the act of the Board of Commissioners of said City. The agreement authorized by this Ordinance is set out in Plaintiffs' Exhibit 23, Exhibit Record II, p. 884.

165 Ordinance No. 28154—Passed January 30, 1936.

Relating to and providing for an agreement for the leasing of certain land on the Public Levee, by the City of Kansas City, Kansas, to Samuel J. Elliott, Lynn T. Elliott and Kenneth R. Elliott, copartners doing business under the firm name and style of Kaw Point Boat & Motor Company, all of Wyandotte County, Kansas, and directing the Mayor of the City of Kansas City, Kansas, to execute said lease in the

name of the City, and directing the City Clerk of said City to attest the signature of said Mayor, and attach the seal of said City to said lease, as the act of the Board of Commissioners of said City.

166 Ordinance No. 28155—Passed January 30, 1936.

Relating to and providing for an agreement for the leasing of certain land on the Public Levee, by the City of Kansas City, Kansas, to Hart-Bartlett-Sturtevant Grain Company, a corporation organized under the laws of Missouri, of Kansas City, Missouri, directing the Mayor of the City of Kansas City, Kansas, to execute said lease in the name of the City, and directing the City Clerk of said City to attest the signature of said Mayor, and attach the seal of said City to said lease, as the act of the Board of Commissioners [fol. 1966] of said City.

167 Ordinance No. 28156—Passed January 30, 1936.

Relating to and providing for an agreement for the leasing of certain land on the Public Levee, by the City of Kansas City, Kansas, to T. E. Hughes, of Kansas City, Wyandotte County, Kansas, and directing the Mayor of the City of Kansas City, Kansas, to execute said lease in the name of the City, and directing the City Clerk of said City to attest the signature of said Mayor, and attach the seal of said City to said lease, as the act of the Board of Commissioners of said City. Agricultural lease.

168 Ordinance No. 28157—Passed January 30, 1936.

Relating to and providing for an agreement for the leasing of certain land and facilities on the Public Levee, by the City of Kansas City, Kansas, to The Inland Waterways Corporation, a corporation organized and existing under an Act of Congress of the United States, and directing the Mayor of the City of Kansas City, Kansas, to execute said lease in the name of the City, and directing the City Clerk of said City to attest the signature of said Mayor, and attach the seal of said City to said lease, as the act of the Board of Commissioners of said City.

169 Ordinance No. 28158—Passed January 30, 1936.

Relating to and providing for an agreement for the leasing of certain land on the Public Levee, by the City of Kansas City, Kansas, to the Board of Public Utilities of the City of Kansas City, Kansas, and directing the Mayor of the City of Kansas City, Kansas, to execute said lease in the name of the City, and directing the City Clerk of said City to attest the signature of said Mayor, and attach the seal of said City to said lease, as the act of the Board of Commissioners of said City.

170 Ordinance No. 28170—Passed February 4, 1936.

Relating to and providing for an agreement for the leasing of certain land on the Public Levee, by the City of Kansas City, Kansas, to The Board of Public Utilities of the City of Kansas City, Kansas, and directing the Mayor of the City of Kansas City, Kansas, to execute said lease in the name of the City, and directing the City Clerk of said City to attest the signature of said Mayor and attach the seal of said City to said lease, as the act of the Board of Commissioners of said City, and repealing Ordinance No. 28158.

[fol 1967] 171 Ordinance No. 29162—Passed July 13, 1937.

Providing for an agreement relating to the occupancy by the Hart-Bartlett-Sturtevant Grain Company prior to completion of the grain elevator terminal dock now being constructed for the City of Kansas City, Kansas, by the Nicholson Company.

172 Resolution No. 10848—Adopted February 10, 1938.

Appointing a special citizens' advisory committee to advise with the Board of Commissioners and to recommend to the Board of Commissioners their opinion, judgment and consideration in the matter of improvement of the Public Levee.

173 Resolution No. 10970—Adopted December 8, 1938.

Directing the Union Pacific Railroad Company and the Trustee of the Missouri Pacific Railroad Company to immediately begin the construction of drill tracks

pursuant to agreement between the parties dated April 15, 1937, in accordance with map accompanying supplemental agreement and directing that each of the railroads execute and deliver to the City executed copies of the supplemental agreement.

174 Resolution No. 10971—Adopted December 10, 1938.

Directing the City Auditor to deposit in Public Levee Revenue Bond Fund the sum of $13,821.92 received from the Riverview State Bank, Trustee for Union Pacific Railroad Company, and directing the Auditor further with respect to the funds contemplated by Ordinance No. 30206.

175 Resolution No. 10978—Adopted December 16, 1938.

Extending thanks and appreciation to the officers of the Public Works Administration for participation in ground-breaking ceremonies in the Food Terminal Project.

176 Kansas City, Kansas, Exhibit 176, not being an Ordinance or Resolution, will be found at page 1483 of exhibit Record II.

177 Kansas City, Kansas, Exhibit 177 was excluded by the Court.

178 Ordinance No. 31071—Passed December 1, 1939.

Repealing Ordinance No. 30372 creating position of Coordinating Engineer on construction of Kansas City Food Terminal on Public Levee, P. W. A. Docket 1356-F.

[fol. 1968] 179 Ordinance No. 31072—Passed December 1, 1939.

Creating position of Coordinator for the Kansas City Food Terminal, P. W. A. Docket Kansas 1356-F, and fixing salary therefor, and appointing W. J. Nauman, Jr., to the position, and fixing duration of said appointment.

180 Ordinance No. 30305—Passed December 8, 1938.
See Exhibit Record III, p. 2323.

181 Ordinance No. 30512—Passed March 9, 1939.
See Exhibit Record III, p. 2339.

182 Resolution No. 11247—Adopted November 8, 1939.

Authorizing C. I. McIntyre as Agent of the City to prepare papers necessary for presentation to the Federal Works Agency, Public Works Administration, for Grant Requisition on Project 1356-F.

183 Resolution No. 11264—Adopted December 5, 1939.

Designating W. J. Nauman, Jr., Coordinator on Project 1356-F to carry on all correspondence with the Public Works Administration in connection with that Project.

184 Kansas City, Kansas, Exhibit 184, not being an Ordinance or Resolution, will be found at page 2354 of Exhibit Record III.

185 Ordinance No. 28970—Passed April 13, 1937.

Providing for an agreement between the City of Kansas City, Kansas, the Union Pacific and Guy A. Thompson, Trustee of the Missouri Pacific, for the immediate construction of drill tracks upon portions of the Public Levee lying southerly and easterly of Minnesota Avenue Extension in Kansas City, Kansas, to serve that portion of the Public Levee lying south and east of Minnesota Avenue, including public wharf. The agreement authorized by this Ordinance is set out in Plaintiffs' Exhibit 25, Exhibit Record II, p. 903.

186 Kansas City, Kansas, Exhibit 186, not being an Ordinance or Resolution, will be found at page 2384 of Exhibit Record III.

187 Resolution No. 11142—Adopted August 3, 1939.

Declaring that the Board of City Commissioners has no objection to the Trustee of the Missouri Pacific Railroad Company or the executive officers of any other railroad company having facilities in the Kansas City area and the Union Pacific entering into an agreement by which cars of fruits and vegetables intended to be delivered at the Kansas City Food Terminal tracks or shipped therefrom may be interchanged [fol. 1969] between said contracting railroads and the Union Pacific.

188 Ordinance No. 30852—Passed August 24, 1939.

Authorizing and directing the execution of a lease from the City of Kansas City, Kansas, to Phillips Petroleum Company covering lands on the Public Levee to be used for automobile service station.

189 Resolution No. 11191—Adopted September 23, 1939.

Authorizing the Mayor to submit bid for office space for the Field Office of the Corps of Army Engineers engaged in flood control work in the northwest corner of the second floor of Produce Building "D".

190 Ordinance No. 31087—Passed December 7, 1939.

Authorizing and directing the Mayor to execute on the part of the City the contract leasing certain space in Building "D" of the Kansas City Food Terminal to the United States of America.

191 Kansas City, Kansas, Exhibit 191 will be found at page 2413 of Exhibit Record III.

192 Kansas City, Kansas, Exhibit 192, not being an Ordinance or Resolution, will be found at page 2455 of Exhibit Record III.

193 Kansas City, Kansas, Exhibit 193, not being an Ordinance or Resolution, will be found at page 2456 of Exhibit Record III.

194 Kansas City, Kansas, Exhibit 194, not being an Ordinance or Resolution, will be found at page 2460 of Exhibit Record III.

195 Resolution No. 11274—Adopted December 16, 1939.

Rescinding Resolution No. 11273.

196 Kansas City, Kansas, Exhibit 196, not being an Ordinance or Resolution, will be found at page 2467 of Exhibit Record III.

197 Kansas City, Kansas, Exhibit 197, not being an Ordinance or Resolution, will be found at page 2470 of Exhibit Record III.

198 Kansas City, Kansas, Exhibit 198, not being an Ordinance or Resolution, will be found at page 2472 of Exhibit Record III.

199 Kansas City, Kansas, Exhibit 199, not being an Ordinance or Resolution, will be found at page 2473 of Exhibit Record III.

[fols. 1970-2077] 200 Resolution No. 11278—Adopted December 20, 1939.

Authorizing W. J. Nauman, Jr., the Coordinator, to prepare and present to the Federal Works Agency, Public Works Administration, an Amendatory Application for Grant so as to include in Project 1356-F all facilities in the form and location "as now planned to be constructed on said project" and as described in the data accompanying the Resolution.

201 Resolution No. 11283—Adopted January 2, 1940.

Directing the City Auditor and the City Treasurer to change the name of the fund under which the revenues from the Public Levee are kept so as to be in conformity with Ordinance No. 30206.

202 Resolution No. 11284—Adopted January 3, 1940.

Authorizing and directing the Mayor in the name of the City to prepare and present to the Federal Works Agency, Public Works Administration, an Amendatory Application for Grant so as to include in Project 1356-F all facilities in the form and location "as now planned to be constructed on said project."

[fol. 2078] K. C. K. Exhibit No. 141

Bernice Jackson

Mar. 1, 1940

Kansas City, Kansas
January 25, 1940

Board of Commissioners of Kansas City, Kansas, Building

Gentlemen:

The following is a list of all expenses (except minor items not exceeding $20.00 each), incurred by the City of Kansas City, Kansas, and paid from general obligation bonds of the City; the general government fund, and the

Public Levee Fund of Kansas City, Kansas, in the promotion and construction of the various projects making up the total improvement on the Public Levee of Kansas City, Kansas, beginning with the condemnation proceedings prior to the paving of Minnesota Avenue on and across the Public Levee in 1936, to and including Project No. 1356-F, the Kansas City Food Terminal, up to date, as shown by the records in the office of the Auditor of Kansas City, Kansas, to-wit:

1932 Minnesota Ave. Extension, 3rd St. to North City Limits, condemnation		36,027.00
Docket 6135		
Jan. 1937 Gen. Obligation Bonds, Series M-24 Bridge		24,000.00
Feb. 1937 Gen. Obligation Bonds, Series N-24		93,371.00
Docket 4820		
Feb. 1936 Gen. Obligation Bonds, Series B-24		300,000.00
Feb. 1938 Gen. Obligation Bonds, Series W. P. A.		40,000.00
[fol. 2079] **Viaduct Approach**		
Oct. 1938 Condemnation Bonds, Series R		88,217.00
Aug. 1939 Sewer North & West of Elevator; Gen. Obligation Bonds, Series J-26		918.01
Change of Grade, 3rd & Minn. Ave., (not yet financed)		3,800.00
Docket 1356-F		
Widening Minnesota Ave. Market Sewer System—To be provided not less than	123,000.00	709,333.01
Balance of Cost, Widening Minn. Ave. & Market Sewers	26,000.00	26,000.00
Travel Expense		
From General Government Fund		
Jun. 1938 Geo. T. Darby, to Washington, D. C. (1356-F)		95.00
Dec. 1938 Geo. T. Darby, to Ft. Worth, Tex. (1356-F)		41.30
Jan. 1938 Geo. T. Darby, to Washington, D. C. (1356-F)		90.75

Jun. 1938 A. H. Skinner, to Washington, D. C. (1356-F)	87.90	
Jun. 1938 T. F. Railsback, to Washington, D. C. Suit	137.35	
Nov. 1937 T. F. Railsback, to Topeka and Wichita—For Legal Fees	24.10	
Oct. 1937 T. F. Railsback, to Topeka and Wichita—For Legal Fees	250.00	
Dec. 1938 T. F. Railsback, to Topeka and Wichita—For Legal Fees	250.00	976.40

Page 2

Travel Expense

From Revenue Fund

Feb. 1939 A. H. Skinner, to Chicago—Cold Storage Lease	30.00	
Feb. 1939 Geo. T. Darby, to Chicago—Cold Storage Lease	30.00	
Feb. 1939 H. F. Schaible, to Chicago—Cold Storage Lease	30.00	
Feb. 1939 Jos. W. Radotinsky, to Chicago—Cold Storage Lease	29.25	
Feb. 1939 Don C. McCombs, to Chicago—Cold Storage Lease	31.25	
[fol. 2080] Nov. 1938 Don C. McCombs, to Washington, D. C. (1356-F)	421.49	571.99
Nov. 1938 Printing portion of $3,000,000 of Revenue Bonds	630.13	630.13

Travel Expense

In Process of Payment

Jan. 1940 Geo. T. Darby, to Ft. Worth, Tex.—Interest of Amendatory Grant, 1356-F	47.60	
Jan. 1940 Francis Blake, to Ft. Worth, Tex. —Interest of Amendatory Grant, 1356-F	41.60	
Jan. 1940 Don C. McCombs, to Ft. Worth, Tex.—Interest of Amendatory Grant, 1356-F	41.60	
Jan. 1940 Wm. J. Nauman, to Fort Worth, Tex.—Interest of Amendatory Grant 1356-F	47.60	

Jan. 1940 Jos. W. Radotinsky, to Ft. Worth, Tex.—Interest of Amendatory Grant, 1356-F	47.60	
Jan. 1940 E. P. Voskamp, to Ft. Worth, Tex.—Interest of Amendatory Grant, 1356-F	41.60	267.60

Public Levee W. P. A. Project #7558

Parking Lots, and Paving Drive into Elevator

Feb. 23, 1939 to Sep. 12, 1939 Engineering & Supervision	1,300.00	
Feb. 1, 1939 to Sep. 15, 1939, Material	3,310.19	
Feb. 14, 1939 to Sep. 7, 1939 Labor	4,244.30	8,854.49
Grand Total		746,633.62

Respectfully submitted, (Signed in pen and ink)
C. I. McIntyre, Assistant City Auditor.
CIMCI—D.

[fol. 2081] PLAINTIFF'S EXHIBIT No. 142

Bernice Jackson

March 1, 1940

Expenditures on Public Levee

Installing 13,200 V. transformer station for service to River Rail Terminal Elevator on Public Levee	$ 4,983.45
Setting poles, extending primary and installing transformer station on Minnesota Avenue Extension, north of Freeman Avenue, for service to Union Pacific yard office	354.44
Setting poles and extending 13,200 V. feeder on Minnesota Avenue Extension, south of New Jersey Avenue, to transformer station supplying River Rail Terminal Elevator	1,329.42
Setting poles, extending primary and installing transformer station for service to Union Pacific Railroad's electric sign	667.61

Installing distribution substation to supply 13,200 V. and 2300 V. feeder service to the Food Market and Terminal Buildings (Estimate)	37,588.50	
Improving site for distribution substation, consisting of earth fill, grading, sodding, fencing, building driveway and installing water service (Estimate)	1,350.18	
Setting pole, extending primary and install transformer station for service to floodlights at Food Terminal	574.40	
Installing 13,200 V. feeder to supply distribution substation (Estimate)	1,433.35	
Installing temporary services to various buildings pending completion of distribution substation:		
Building "A" (Engineer's Estimate)	110.54	
[fols. 2082-2092] Buildings "B" and "D" (Engineer's Estimate)	486.78	
Farmers' Market (Engineer's Estimate)	76.12	
Installing meters in Food Terminal Buildings (Estimate)	3,193.67	
Total Light Department		$52,148.46
Installing 12" C. I. main on Everett Avenue from 3rd Street to Minnesota Avenue Extension (1096 feet) and 8" C. I. main on Minnesota Avenue Extension south of Everett Avenue (500 ft.)	7,099.79	
Installing 8" C. I. main north of Jersey Creek, east of Minnesota Avenue Extension (2670 feet)	7,949.99	
Installing 2" C. I. main on Minnesota Avenue Extension from Everett Avenue north to electric substation (359 feet)	437.72	
Total Water Department		$15,487.50
Total Expenditures		$67,635.96

I, Carroll E. Pray, Manager of Collection and Accounts of the Board of Public Utilities of the City of Kansas City, Kansas, hereby certify that the above and foregoing statement of expenditures made and estimated expenditures to be made by the Board of Public Utilities on the Public Levee of the City of Kansas City, Kansas, was prepared by me and that said statement is a true and correct statement of the expenditures so made and to be made as evidenced by the records of said Board of Public Utilities.

Dated this 2nd day of February, 1940.

Board of Public Utilities, (Signed pen & ink) C. E. Pray, Manager of Collections and Accounts.

[fol. 2093] K. C. K. Exhibit No. 144

Bernice M. Jackson

March 1, 1940

Affidavit of Publication

State of Kansas,
County of Wyandotte, ss:

Effie Almond, being first duly sworn, deposes and says she is the order clerk of The Kansas City Kansan, a newspaper printed and published daily and weekly, in the City of Kansas City, and County of Wyandotte, Kansas and of general circulation in said county, that said newspaper has been continuously and uninterruptedly printed and published in said county during the period of fifty-two consecutive weeks prior to the first publication of the notice, of which the annexed is a full, true and perfect copy therein, that said notice was published in the daily issue of said newspaper (pen and ink) 1 consecutive days, the first publication thereof being on the (pen and ink) 21st day of (pen and ink) September, 193 (pen and ink) 4 and the last on the (pen and ink check mark) day of (pen and ink check mark), 193—.

(Signed) Marian E. Sears.

Subscribed in my presence and sworn to before me on (stamped) Jan. 19, 1940.

(Signed) Howard Payne, City Clerk. [Seal]

Exhibit No. —

[fol. 2094] (Newspaper clipping attached):

Ordinance No. 27440

An Ordinance relating to an agreement between the City of Kansas City, Kansas, and the United States of America, and providing for a loan and grant agreement and providing for the improvement of the Public Levee of Kansas City, Kansas, by the raising of the elevation of the land, the construction of new levees for flood protection, and the installation of storm and sanitary sewers, the construction of a grain elevator terminal dock, the construction of a mooring dock, the construction of a one-story office building, the construction of a shop building, the installation of railroad sidings, and the construction of bridges across Jersey Creek, under the provisions of the National Industrial Recovery Act, and as authorized by the statutes of Kansas.

Whereas, the City of Kansas City, Kansas, has heretofore made an application to the Public Works Administration of the United States for a loan and grant of money from the Federal Government; and

Whereas, hearings have been had before the officials of the United States Government charged with the administration of the National Industrial Recovery Act, upon said application; and

Whereas, the officials of the United States Government have presented a form of contract for the consideration of the governing body of the City of Kansas City, Kansas, [fol. 2095] setting forth the terms and conditions necessary to be complied with by said City to secure said loan and grant, which is hereinafter set out:

Now, Therefore, Be It Ordained by the

Board of Commissioners of the City of Kansas City, Kansas:

Section 1. That the Mayor of the City of Kansas City, Kansas, is hereby authorized to sign the name of the City and enter into on behalf of the City, the contract hereinafter set out, and the City Clerk of the City of Kansas City, Kansas, is hereby authorized and directed to attest the signature of the Mayor of the City of Kansas City, Kansas, to the contract hereinafter set out, as the official act of said City by its Board of Commissioners, said contract to

be executed for the purpose of making the Public Levee of the City of Kansas City, Kansas, available for levee purposes in connection with the navigation of the Missouri River, said Missouri River having been declared to be navigable and as having a dependable six-foot channel between Kansas City, Kansas, and the City of St. Louis; the government of the United States having spent about $65,000,000.00 in establishing said channel. Said contract is in words and figures as follows, to-wit: Loan and Grant Agreement (P. W. A. Docket 4820) dated as of ——, 1934, between the City of Kansas City, Kansas, a municipal corporation of the State of Kansas (herein called the "Borrower") and the United States of America (herein called the "Government").

Part One

[fol. 2096] 1. Purpose of Agreement. Subject to the terms and conditions of this Loan and Grant Agreement (herein called the "Agreement") the Government will, by loan and grant not exceeding in the aggregate the sum of $1,756,000 (herein called the "Allotment") aid the Borrower in financing a project (herein called the "Project") consisting of the construction of certain improvements to certain lands owned by the Borrower in the City of Kansas City, Kansas, said lands being known as the Public Levee and being described as follows, to-wit:

Parcel A

Beginning on the east line of Minnesota Avenue Extension as described in Ordinance No. 27430, at a point 870 feet, more or less, from the point of intersection of a southerly extension of said east line of said Minnesota Avenue Extension with an easterly extension of the north line of Minnesota Avenue; thence north along the east line of said Minnesota Avenue Extension 790 feet; thence southeast along a line making a southeast angle with the east line of Minnesota Avenue Extension of 75° 50′, a distance of 420 feet; thence south and parallel to said Minnesota Avenue Extension a distance of 584 feet; thence westerly a distance of 420 feet to beginning, all in said City and State.

Parcel B

Beginning at the intersection of the south line of Minnesota Avenue with the west line of Second Street extended

south which point is also the southwest corner of the Public [fol. 2097] Levee; thence north to the northeast corner of Block 18 Wyandotte; thence east along an easterly extension of the south line of State Avenue as originally platted, to the east line of the Missouri Pacific Railway Company's right of way; thence northerly along said east line of the Missouri Pacific Railway Company's right of way to its intersection with the east line of the Union Pacific R. R. Company's right of way; thence northerly along the said east line of the Union Pacific R. R. Company's right of way, to the south line of Everett Avenue as condemned by Ordinance No. 8931; thence east along the south line of Everett Avenue to a southerly extension of the east line of Blocks 4 and 5 Wyandotte; thence north along said southerly extension of the east line and the east line of said Blocks 4 and 5 Wyandotte to the easterly line of the Union Pacific R. R. Company's right of way; thence northeasterly along said easterly line of the Union Pacific R. R. Company's right of way to its intersection with an easterly extension of the south line of Freeman Avenue as originally platted; thence east along said east extension of the south line of Freeman Avenue to a southerly extension of the east line of Block 3 Wyandotte; thence north along said southerly extension of the east line and along the east line of Block 3 Wyandotte, to its intersection with the easterly line of the Union Pacific R. R. Company's right of way; thence northeasterly along said easterly line of the Union Pacific R. R. Company's right of way to the north boundary [fol. 2098] line of the Public Levee; thence east along said north boundary line of the Public Levee to the right bank of the Missouri River; thence southerly along said right bank of the Missouri River to its intersection with the left bank of the Kansas River; thence southwesterly along the left bank of the Kansas River to the south boundary line of the Public Levee; thence west to beginning, excepting a plot of land described as Parcel A, all in said City and State, and said improvements consisting of (a) the raising of the elevation of the land, the construction of new levees for flood protection and the installation of storm and sanitary sewers, (b) the construction of a grain elevator, (c) the construction of a mooring dock, (d) the construction of a one-story office building, (e) the construction of a shop building, (f) the installation of railroad sidings and (g)

the construction of bridges across Jersey Creek, all as more particularly set forth in the Borrower's application as amended (herein called the "Application"). P. W. A. Docket No. 4820, Title II of the National Industrial Recovery Act (herein called the "Act") and the Constitution and Statutes of the State of Kansas (herein called the "State"), particularly Chapter 43 of the Laws of Kansas, Special Session, 1933.

2. Amount and Method of Making Loan. The Borrower will sell and the Government will buy, at the principal amount thereof plus accrued interest, $1,354,000 aggregate principal amount of the bonds described below (herein [fol. 2099] called the "Bonds") less such amount of the Bonds, if any, as the Borrower may sell to purchasers other than the Government.

(a) Designation: Public Levee Revenue Bond.

(b) Authorized Amount: $1,354,000.

(c) Type: Negotiable coupon serial bond.

(d) Date: November 1, 1934, or such other date as shall be satisfactory to the Federal Emergency Administrator of Public Works (herein called the "Administrator"). In case of a change in date all dates including maturity dates of the Bonds to be appropriately changed.

(e) Interest: At the rate of 4 percent per annum, payable on May 1, 1935, and semi-annually thereafter on November 1 and May 1 in each year (such dates being herein sometimes called "interest payment dates").

(f) Maturities: Payable on November 1 in each year as follows:

1936	$26,000	1951	$46,000
1937	27,000	1952	48,000
1938	28,000	1953	50,000
1939	29,000	1954	52,000
1940	30,000	1955	54,000
1941	31,000	1956	56,000
1942	32,000	1957	58,000
1943	34,000	1958	61,000
1944	35,000	1959	63,000

[fol. 2100]

1945	36,000	1960	66,000
1946	38,000	1961	68,000
1947	39,000	1962	71,000
1948	41,000	1963	74,000
1949	43,000	1964	74,000
1950	44,000		

such dates being herein sometimes called "serial maturity dates."

(g) Security: The Bonds shall be special obligations of the Borrower payable exclusively from the revenue (including the rental payments to be made by the Borrower under the lease provided for in paragraph 3 (b), Part One hereof) produced by the property and facilities improved, constructed, reconstructed, repaired, or otherwise improved by the use of the proceeds of the Bonds or of any grant of funds (herein called the "Grant") which may be made by the Government, and the payment of said Bonds shall be secured by an exclusive and irrevocable pledge of the revenues of the project.

(h) Place and Medium of Payment: At the office of the State Treasurer, in the City of Topeka, in the State of Kansas, in any coin or currency which on the respective dates of payment of the principle of and interest on the Bonds is legal tender for the payment of public and private debts.

(i) Denomination: $1,000.

(j) Recitals: The Bonds shall recite that they were issued under the authority and provisions of chapter 43 of [fol. 2101] the Laws of Kansas (Special Session, 1933), that they were issued in conformity with the provisions, restrictions and limitations thereof, that said Bonds and the interest thereon are to be paid from the money and revenues received from the fees charged and rental collected for the use of the property and facilities improved, constructed, reconstructed, repaired or otherwise improved by the proceeds in whole or in part of such revenue Bonds, and that said Bonds are not general obligations of said Borrower but are to be paid exclusively from the revenues of the project as herein defined.

Said Bonds shall further recite that the same have been registered in the office of the City Clerk of the Borrower and in the office of the Auditor of the State of Kansas.

(k) Registration: At the option of the holder, as to principal only, at the office of the State Treasurer. 3. Lease and sublease.

(a) The Borrower covenants and agrees that prior to the sale of any Bonds to the Government it will, in consideration of the Loan and of the Grant, lease Parcel A to the trustee referred to in paragraph 4, Part One, for a term which shall commence not later than the day preceding the date of the first purchase of Bonds by the Government and which shall continue until the day following the day on which all of the Bonds and the interest thereon shall have been paid or an amount sufficient to pay the same shall be held by the Trustee, at a rental which shall not be [fol. 2102] in excess of $10 per annum. The lease shall be in form and substance satisfactory to the Administrator.

(b) The Borrower covenants and agrees that subsequent to the execution of the lease provided for in sub-paragraph (a) of this paragraph, and prior to the sale of any Bonds to the Government, it will sub-lease Parcel A from the Trustee for a term which shall commence on the day following the first day of the term of the lease provided for in the foregoing sub-paragraph (a) and which shall continue until the day upon which all of the Bonds and the interest thereon shall have been paid or an amount sufficient to pay the same shall be held by the Trustee, at a [fol. 2103] rental which shall be not less than $25,000 per annum, such rent to commence to accrue on the date of the completion of the improvements to Parcel A. The sublease shall be in form and substance satisfactory to the Administrator and shall provide among other things, that the rental to be paid thereunder shall be paid monthly to the Trustee to be placed by it in the Receipts Fund hereinafter defined and applied as other moneys in the receipts Fund are to be applied.

4. Trust Agreement. The Borrower covenants and agrees that prior to the purchase of any of the Bonds by the Government it will enter into a trust agreement (herein called the "Trust Agreement") with a bank or trust company satisfactory to the Administrator, as trustee (herein called

the "Trustee") which said Trust Agreement shall be in form and substance satisfactory to the Administrator and shall conform substantially to the following requirements:

A. The Trust Agreement shall provide that not less than five nor more than ten days prior to each interest payment date occurring prior to the completion of the project the Borrower will pay to the Trustee, for the account of the Sinking Fund hereinafter provided, out of a Construction Account provided for in paragraph 15, Part One hereof, a sum equal to the amount of interest becoming due and payable on said interest payment date, and that on or immediately after the completion of the project the Borrower will pay to the Trustee for the account of such Sinking Fund from such Construction Account, an amount [fol. 2104) equal to the interest on the outstanding Bonds accrued from the next preceding interest payment date to the date of completion of the project.

B. The Trust Agreement shall provide that the Borrower will periodically pay to the Trustee for the account of the Receipts Fund hereinafter referred to, the net revenues derived by the Borrower from the leasing and/or operating of Parcel B. The term "net revenues" shall be derived in the Trust Agreement in a manner satisfactory to the Administrator so as to be the sum remaining after deducting from the gross revenues derived by the Borrower from the leasing and/or operating of Parcel B, all expenses of the Borrower in connection therewith including the cost of operation and repairs.

C. The Trust Agreement shall provide that the Trustee shall receive for the account of such Receipts Fund the rental to be paid by the Borrower under the sublease provided for in sub-paragraph (b) of Paragraph 3, Part One hereof.

D. The Trustee shall create upon its books an account to be known as "City of Kansas City—Public Levee—Receipts Fund" (herein called the "Receipts Fund"). The Trustee shall hold all moneys received by it for the account of the Receipts Fund as security for all of the Bonds and shall apply the same as follows:

1. On the fifth day preceding each interest payment date beginning with the interest payment date succeeding the

[fol. 2105] completion of the project, the Trustee shall transfer from the Receipts Fund to the Sinking Fund a sum equal to the interest on and principal of the Bonds becoming due on such interest payment date, provided, however, that in the case of the first such transfer the Trustee shall transfer only such an amount, as, together with any moneys deposited in the Sinking Fund by the Borrower for the payment of the interest becoming due and payable on such first interest payment date shall be equal to the principal of and interest on the Bonds becoming due and payable on such first interest payment date.

2. On each serial maturity date the Trustee shall transfer to the Reserve Fund hereinafter provided for, any balance then remaining in the Receipts Fund.

E. The Trustee shall create on its books an account to be known as "City of Kansas City—Public Levee—Sinking Fund" (herein called the "Sinking Fund") and shall hold the moneys deposited with it for the account thereof or transferred thereto for the security of all of the Bonds until disbursed, as hereinafter provided. If on the third day preceding any interest payment date the Trustee shall hold in the Sinking Fund an amount equal to the aggregate amount of interest on and principal, if any, of the Bonds becoming due and payable on such interest payment date, the Trustee shall withdraw from the Sinking Fund an amount equal to such interest and principal, if any, and pay the same to or make the same available to the State Treasurer, in the City [fol. 2106] of Topeka, in the State of Kansas, to be applied by him to the payment of such principal and interest.

F. The Trustee shall create upon its books an account to be known as "City of Kansas City—Public Levee—Reserve Fund" (herein called the "Reserve Fund") and shall hold the moneys deposited therein and transferred thereto as security for all of the Bonds and shall apply the same only as follows:

1. Whenever on the fourth day preceding any interest payment date the Sinking Fund shall contain an amount less than the aggregate amount of principal of and interest on the outstanding Bonds due and payable on such interest payment date, the Trustee shall transfer from the Reserve Fund to the Sinking Fund an amount equal to such deficiency.

2. Whenever the Reserve Fund shall contain an amount in excess of the aggregate amount of principal of and interest on the Bonds becoming due and payable on the next succeeding two interest payment dates, the Trustee shall apply such excess to the purchase and cancellation of Bonds at a price not in excess of the principal amount thereof plus accrued interest to the date of the purchase thereof, giving preference so far as the Trustee may deem practicable, to Bonds of the latest maturities outstanding.

3. Whenever the Reserve Fund shall contain an amount at least equal to the aggregate principal amount of the un-[fol. 2107] matured Bonds then outstanding plus the interest to become due thereon to the respective maturity dates thereof, the Trustee shall apply the moneys in the Reserve Fund to the payment to the State Treasurer of amounts sufficient to pay the principal of and the interest on the outstanding Bonds as they shall respectively become due and payable as well as to the purchase and cancellation of Bonds.

G. Whenever and so long as the Trustee shall hold in the Reserve Fund an amount at least equal to the aggregate amount of principal of the outstanding unmatured Bonds, plus the interest to become due thereon, to the stated maturities thereof, the Borrower need not make any payments to the Trustee.

H. The Trust Agreement shall provide that the Trustee shall have the duty, power and authority to demand, receive and enforce the collection of the rental to be paid by the Borrower under the sublease provided for in sub-paragraph (b) of Paragraph 3, Part One hereof, and generally to enforce the terms and conditions of such sublease by action, suit or proceeding or otherwise.

I. The Trust Agreement shall provide that the Borrower will, out of the gross revenues of the project, keep all or so much of the project as the Administrator may require, insured in such amounts and against such risks as may be, with the approval of the Administrator, specified in the [fol. 2108] Trust Agreement. All insurance policies, shall be in kind, form and amount satisfactory to the Trustee and all proceeds thereof shall be payable to the Trustee.

The Trust Agreement shall provide that any proceeds

of such insurance shall be applied to the repair or replacement of the destroyed or damaged property or to the payment of the principal of and interest on the Bonds or in case of insurance against loss of use and occupancy, if any, to the payment of the cost to the Borrower of operating and repairing the project.

J. Security for Funds Held by Trustee. The Trust Agreement shall contain provisions satisfactory to the Administrator for the securing of all funds held by the Trustee and for the investment and reinvestment of any such funds to be held for long periods of time.

K. Miscellaneous Provisions. The Trust Agreement shall contain such other and further provisions as the Administrator may require or permit, including, but without limiting the generality of the foregoing language, covenants for the performance of the terms of this Agreement or the Trust Agreement, the payment of insurance premiums and Trustee's fees and disbursements, supplemental trust agreements, authentication of the Bonds by the Trustee, financial statements and provisions concerning the Trustee, and such other covenants, provisions and stipulations as are customary in such instruments.

[fol. 2109] 5. Leases of Portions of Parcel B. The Borrower shall satisfy the Administrator that it has entered into, or it will enter into leases in form and substance satisfactory to the Administrator of all or such portions of Parcel B as the Administrator may require upon such terms and conditions and at such rentals as the Administrator may approve and shall also satisfy the Administrator that such leases, including any lease or leases made to the Board of Public Utilities of the City of Kansas City, Kansas, are binding and legal obligations of the Lessees in accordance with their respective terms.

6. Financial Statement. The Borrower covenants and agrees that it will keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the project or any part thereof, and will furnish to the Government (so long as it shall be the holder of any of the Bonds) and to the Trustee:

(a) On or before each February 1 and August 1, beginning with February 1, 1936, a financial statement certified by the Borrower's chief fiscal officer, setting forth the gross operating revenues, the operating expenses, the net income of the Project and the amount paid to the Trustee during the six-month period ended the preceding December 31 or June 30, as the case may be: and

(b) On or before each February 15, beginning with Feb-
[fol. 2110] ruary 15, 1936, a similiar statement with respect to the preceding calendar year, certified by a firm of certified public accountants satisfactory to the Government.

All such financial statements shall be prepared in accordance with standard practices and be in reasonable detail and in form satisfactory to the Government (so long as it shall hold any of the Bonds) or the Trustee, and shall be accompanied by a certificate by the officer signing the same to the effect that all employes of the Borrower who collect or hold funds are bonded, that the Project and every part thereof is in good condition and repair, is insured against the hazards required to be insured against by the Trust Agreement and that there are in effect prepaid insurance policies covering a period of at least six months following the date of the statement submitted.

The Borrower will upon request of the Government (so long as it shall hold any of the Bonds) or the Trustee, furnish such additional reports and information as may be reasonably required, and will permit them thru their agents or attorneys to inspect the aforesaid books and records and to make such extracts therefrom as shall be deemed expedient.

7. Incumbrance and Sale. So long as any of the Bonds are outstanding and the Trustee does not hold sufficient funds to pay the same, together with interest to accrue thereon to maturity, the Borrower will not mortgage, pledge [fol. 2111] or otherwise encumber the Project or any part thereof or any income, therefrom and will not sell or otherwise dispose of the Project or any substantial part thereof.

8. Amount and Method of Making Grant. The Government will make and the Borrower will accept, whether or not any or all of the Bonds are sold to purchasers other than the Government, a grant in an amount equal to 30 per centum of the cost of the labor and materials employed upon the

Project. The determination by the Administrator of the cost of the labor and materials employed upon the Project shall be conclusive. The Government will make part of the Grant by payment of money and the remainder of the Grant by cancellation of Bonds or interest coupons or both. If all of the Bonds are sold to purchasers other than the Government, the Government will make the entire Grant by payment of money. In no event shall the Grant, whether made partly by payment of money and partly by cancellation, or wholly by payment of money be in excess of $482,000.

9. Bond Proceedings, When the Agreement has been executed, the Borrower (unless it has already done so) shall promptly take all proceedings necessary for the authorization and issuance of the Bonds.

10. Bond and Grant Requisitions. From time to time after the execution of this Agreement, the Borrower shall file a requisition with the Government requesting the government to *to* take up and pay for Bonds or to make a pay- [fol. 2112] ment on account of the Grant. Each requisition shall be accompanied by such documents as may be requested by the Administrator (a requisition together with such documents being herein collectively called a "Requisition").

11. Bond Purchases. If a Requisition requesting the Government to take up and pay for Bonds is satisfactory in form and substance to the Administrator, the Government, within a reasonable time after the receipt of such Requisition, will take up and pay for Bonds, having maturities satisfactory to the Administrator, in such amount as will provide, in the judgment of the Administrator, sufficient funds for the construction of the Project for a reasonable period. Payment for such Bonds shall be made at a Federal Reserve Bank to be designated by the Administrator or at such other place or places as the Administrator may designate, against delivery by the Borrower of such Bonds, having all unmatured interest coupons attached thereto, together with such documents as may be requested by the Administrator. The Government shall be under no obligation to take up and pay for Bonds beyond the amount which in the judgment of the Administrator is needed by the Borrower to complete the Project.

12. Grant by Payment of Money. If a Requisition requesting the Government to make a payment on account of the Grant is satisfactory in form and substance to the Administrator, the Government will pay to the Borrower at [fol. 2113] such place or places as the Administrator may designate against delivery by the Borrower of its receipt therefor, a sum of money equal to the difference between the aggregate amount previously paid on account of the Grant, and

(a) 25 per centum of the cost of the labor and materials shown in the Requisition to have been employed upon the Project if the Requisition shows that the Project has not been completed, or

(b) 30 per centum of the cost of such labor and materials if the Requisition shows that the Project has been completed and that all costs incurred in connection therewith have been determined; provided, however, that the part of the Grant made by payment of money to the Borrower shall not be in excess of the difference between the Allotment and the amount paid (not including the amount paid as accrued interest) for the Bonds taken up by the Government. The Government reserves the right to make any part of the Grant by cancellation of Bonds or interest coupons or both rather than by payment of money if, in the judgment of the Administrator, the Borrower does not need the money to pay costs incurred in connection with the construction of the Project.

13. Grant by Cancellation of Bonds. If the Borrower, within a reasonable time after the completion of the Project, shall have filed a Requisition, satisfactory in form and substance to the Administrator, then the Government will can- [fol. 2114] cel such Bonds and interest coupons as may be selected by the Administrator in an aggregate amount equal (as nearly as may be) to the difference between 30 per centum of the cost of the labor and materials employed upon the Project and the part of the Grant made by payment of money. The Government will hold Bonds or interest coupons for such reasonable time in an amount sufficient to permit compliance with provisions of this Paragraph, unless payment of such difference shall have been otherwise provided for by the Government.

14. Grant Advances. At any time after the execution of this Agreement the Government may, upon request of the Borrower, if in the judgment of the Administrator the circumstances so warrant, make advances to the Borrower on account of the Grant, but such advances shall not be in excess of 30 per centum of the cost of the labor and materials to be employed upon the Project, as estimated by the Administrator.

15. Deposit of Bond Proceeds and Grant; Construction Accounts. The Borrower shall deposit proceeds from the sale of the Bonds, including accrued interest (whether such Bonds are sold to the Government or other purchasers), and the part of the Grant made by payment of money promptly upon the receipt of such proceeds or payments in a separate account or accounts (each of such separate accounts herein called a "Construction Account"), in a bank or banks which are members of the Federal Reserve System and of the Fed- [fol. 2115] eral Deposit Insurance Corporation and which shall be satisfactory at all times to the Administrator.

16. Disbursement of Monies in Construction Accounts and in Bond Fund. The Borrower shall expend the monies in a Construction Account only for such purposes as shall have been previously specified in Requisitions filed with the Government and approved by the Administrator. Any monies remaining unexpended in any Construction Account after the completion of the Project which are not required to meet obligations incurred in connection with the construction of the Project shall be used for the purchase of such of the Bonds as are then outstanding at a price not exceeding the principal amount thereof plus accrued interest in an amount which will exhaust such monies as nearly as may be: any balance to be paid to the Trustee for the account of the Reserve Fund. Any Bonds so purchased shall be cancelled and no additional Bonds shall be issued in lieu thereof.

17. Other Financial Aid from the Government. If the Borrower shall receive any funds (other than those received under this Agreement) directly or indirectly from the Government, or any agency or instrumentality thereof, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced, and to the extent that such funds so received exceed the part of the Grant which would otherwise be made by payment

of money, the aggregate principal amount of Bonds to be purchased by the Government shall be reduced.

[fol. 2116] 18. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to pay for any of the Bonds or to make any Grant:

(a) Financial Condition and Budget. If, in the judgment of the Administrator, the financial condition of the Borrower shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government, or the Borrower shall have failed to balance its budget satisfactorily or shall have failed to take action reasonably designed to bring the ordinary current expenditures of the Borrower within the prudently estimated revenues thereof:

(b) Cost of Project. If the Administrator shall not be satisfied that the Borrower will be able to complete the Project for the sum of $1,756,000, or that the Borrower will be able to obtain, in a manner satisfactory to the Administrator, any additional funds which the Administrator shall estimate to be necessary to complete the Project:

(c) Compliance. If the Administrator shall not be satisfied that the Borrower has complied with all the provisions contained in this Agreement or in the proceedings authorizing the issuance of the Bonds, theretofore to be complied with by the Borrower;

(d) Legal Matters. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Bonds, the security therefor or the construction of the [fol. 2117] Project and that the Borrower has complied in a legal and valid manner with all of the provisions of Paragraphs 3, 4, and 5 of Part One hereof:

(e) Representations. If any representation made by the Borrower in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Borrower shall be found by the Administrator to be incorrect or incomplete in any material respect.

Part Two

In Consideration of the Grant, the Borrower Covenants That:

1. Construction Work. All work on the Project shall be done subject to the rules and regulations adopted by the

Administrator to carry out the purposes and control the administration of the Act. The following rules and regulations as set out in Bulletin No. 2. Non-Federal Projects revised March 3, 1934, entitled, "P. W. A. Requirements as to Bids, Contractors' Bonds and Contract, Wage, and Labor Provisions and General Instructions as to Applications and Loans and Grants," shall be incorporated verbatim (with all blank spaces filled in as provided in said Bulletin) in all construction contracts for work on the Project:

"1. (a) Convict labor—No convict labor shall be employed on the project, and no materials manufactured or produced by convict labor shall be used on the project.

[fol. 2118] (b) Thirty-hour Week—Except in executive, administrative, and supervisory positions, so far as practicable and feasible in the judgment of the Government engineer, no individual directly employed on the project shall be permitted to work more than 8 hours in any 1 day nor more than 30 hours in any one week: Provided, that this clause shall be construed to permit working time lost because of inclement weather or unavoidable delays in any 1 week to be made up in the succeeding 20 days.

(c) No work shall be permitted on Sundays or legal holidays except in cases of emergency.

"2. Wages—(a) All employees directly employed on this work shall be paid just and reasonable wages which shall be compensation sufficient to provide, for the hours of labor as limited, a standard of living in decency and comfort. Such wages shall in no event be less than the minimum hourly wage rates for skilled and unskilled labor prescribed by the Administrator for the zone or zones in which the work is to be done, viz:

Skilled Labor.....
Unskilled Labor.....

"(b) In the event that the prevailing hourly rates prescribed under collective agreements or understandings between organized labor and employers in effect on April 30, 1933, shall be above the minimum rates specified above, such agreed wage rates shall apply: Provided, that such agreed [fol. 2119] wage rates shall be effective for the period of this contract, but not to exceed 12 months from the date of the contract.

"(c) The above designated minimum rates are not to be used in discriminating against assistants, helpers, apprentices, and serving laborers who work and serve skilled journeymen mechanics and who are not to be termed as "unskilled laborers."

"(d) The provisions of this contract relating to hours and minimum wage rates for labor directly employed on the project shall for the purposes of this contract, to the extent applicable, supersede the terms of any code adopted under Title I of the act permitting longer hours or lower minimum wage rates.

"(e) All employees shall be paid in full not less often than once each week and in lawful money of the United States, unless otherwise permitted by the Government engineer, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process: Provided, however, That this clause shall not be construed to prohibit the making of deductions for premiums for compensation and medical aid insurance, in such amounts as are authorized by the laws of Kansas to be paid by employees, in those cases in which, after the making of the deduction, the wage rates will not be lower than the minimum wage rates herein established.

[fol. 2120] "(f) A clearly legible statement of all wage rates to be paid the several classes of labor employed on the work, together with a statement of the deduction therefrom for premiums for workmen's compensation and/or medical aid insurance authorized by the laws of Kansas should such deductions be made, shall be posted in a prominent and easily accessible place at the site of the work, and there shall be kept a true and accurate record of the hours worked by and the wages, exclusive of all authorized deductions, paid to each employee, and the engineer inspector shall be furnished with a sworn statement thereof on demand.

"(g) The Board of Labor Review (herein called the "Board") shall hear all labor issues arising under the operation of this contract and such issues as may result from

fundamental changes in economic conditions during the life of this contract.

"(h) The minimum wage rates herein established shall be subject to change by the Administrator on recommendation of the Board. In the event that, as a result of fundamental changes in economic conditions, the Administrator, acting on such recommendation, from time to time establishes different minimum wage rates (referred to in paragraph 2 (a), (b), and (c) hereof) all contracts for work on the project shall be adjusted accordingly by the parties thereto so that the contract price to the contractor under any contract or to any subcontractor under any subcontract [fol. 2121] shall be increased by an amount equal to such increased cost, or decreased in an amount equal to such decreased cost.

"(i) Engineers, architects, and other professional and sub-professional employees engaged in duties normally done at the site of the project shall receive at least the prevailing rates for the various types of service to be rendered, provided that in no case shall professional employees receive less than the following weekly compensation for 40 hours or less irrespective of the number of hours employed: $36 in the northern zone; $33 in the central zone; and $30 in the southern zone. Where the working week is longer than 40 hours, weekly compensation shall be increased proportionally. Compensation under this paragraph shall be subject to the approval of the government engineer.

"3. (a) Labor Preferences—Preference shall be given, where they are qualified, to ex-service men with dependents, and then in the following order; (1) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of (political subdivision and/or county) Kansas City, Kansas, and, (2) to citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of (State, Territory, or district) Kansas: Provided, That these preferences shall apply only where such labor is available and qualified to perform the work to which the employment relates.

[fol. 2122] "(b) Employment Services—To the fullest extent possible, labor required for the project and appropriate to be secured through employment services shall be chosen

from the lists of qualified workers submitted by local employment agencies designated by the United States Employment Service: Provided, however, That union labor, skilled and unskilled, shall not be required to register at such local employment agencies but, if such labor is desired by the employer, shall be secured in the customary ways through recognized union locals. In the event, however, that employers who wish to employ union labor are not furnished with qualified union workers by the union locals which are authorized to furnish such labor residing in the locality within 48 hours (Sundays and holidays excluded) after request is filed by the employer, all labor shall be chosen from lists of qualified workers submitted by local agencies designated by the United States Employment Service. In the selection of workers from lists prepared by such employment agencies and union locals, the labor preferences provided in section (a) of this paragraph 3 shall be observed, and preference shall be given to those unemployed at the date of registration who, at the date of selection, have no other available employment.

"(c) Compliance with Title I of the Act—The following sections 7 (a) (1) and 7 (a) (2) of Title I of the Act shall be observed:

[fol. 2123] "(1) That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) that no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

"4. Human labor.—The maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.

"5. Compensation insurance.—Every employer of labor shall provide, if permitted by the laws of Kansas adequate workmen's compensation insurance for all labor employed by him on the project who may come within the protection of such laws and shall provide, where practicable, employers' general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Government engineer shall be given. Where it is not permitted by law that such [fol. 2124] insurance be provided, some method satisfactory to the Administrator must be provided by which the employees may by paying the entire amount of the premiums, derive a similar protection.

"6. Persons entitled to benefits of labor provisions.—There shall be extended to every person who performs the work of a laborer or of a mechanic on the project or on any part thereof the benefits of the labor and wage provisions of this contract, regardless of any contractual relationship between the employer and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed, or color.

"7. Withholding payment.—Under all construction contracts, City of Kansas City, Kansas may withhold from the contractor so much of accrued payments as may be necessary to pay to laborers or mechanics employed on the work the difference between the rate of wages required by this contract to be paid to laborers or mechanics on the work and the rate of wages actually paid to such laborers or mechanics.

"8. Accident prevention.—Reasonable precautions shall at all times be exercised for the safety of employees on the work and applicable provisions of the Federal, State, and municipal safety laws and building and construction codes shall be observed. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in [fol. 2125] Construction of the Associated General Contractors of America, unless and to the extent that such provisions are incompatible with Federal, State, or municipal laws or regulations.

"9. N. R. A. Compliance.—The contractor shall comply with each approved code of fair competition to which he is subject, and if he is engaged in any trade or industry for

which there is no approved code of fair competition, then as to such trade or industry with an agreement with the President under Section 4 (a) of the National Industrial Recovery Act (President's Reemployment Agreement), and City of Kansas City, Kansas, shall have the right, subject to the approval of the Government engineer, to cancel this contract for failure to comply with this provision and make open market purchases or have the work called for by this contract otherwise performed at the expense of the contractor. So far as articles, materials or supplies produced in the United States are concerned, no articles, materials or supplies shall be accepted or purchased for the performance of the work nor shall any subcontracts be entered into for any articles, materials or supplies, in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with each code of fair competition which relates to such articles, materials or supplies, and/or in case there is no approved code for the whole or any portion thereof then to that extent with an agreement with the President as aforesaid.

[fol. 2126] "10. (a) Inspection of records.—The Administrator, through his authorized agents, shall have the right to inspect all work as it progresses, and shall have access to all pay rolls, records of personnel, invoices of materials, and any and all other data revelant to the performance of this contract. There shall be submitted to the Administrator, through his authorized agents, the names and addresses of all personnel and such schedules of the cost of labor, costs and quantities of materials, and other items, supported as to correctness by such evidence as, and in such form as, the Administrator, through his authorized agents, may require. The submission and approval of said schedules, if required, shall be a condition precedent to the making of any payment under the contract.

"(b) There shall be provided for the use of the engineer inspector such reasonable facilities as he may request. In case of dispute the Government engineer shall determine the reasonableness of the request.

"11. Reports.—Every employer of labor on the project shall report within 5 days after the close of each calendar month, on forms to be furnished by the United States Department of Labor, the number of persons on their respective

pay rolls, directly connected with the project, the aggregate amount of such pay rolls, and the man-hours work, wage scales paid to the various classes of labor, and the total expenditures for materials. Two copies of each of such monthly reports are to be furnished to the Government engineer, [fol. 2127] and one copy of each to the United States Department of Labor. The contractor under any construction contract shall also furnish to City of Kansas City, Kansas, the Government engineer and to the United States Department of Labor the names and addresses of all subcontractors on the work at the earliest date practicable.

"12. There shall be provided all necessary services and all materials, tools, implements, and appliances required to perform and complete entirely and in a workmanlike manner the work provided for in this contract. Except as otherwise approved in writing by the Government engineer, such services shall be paid for in full at least once a month and such materials, tools, implements, and appliances shall be paid for at least once a month to the extent of 90 per cent of the cost thereof to the contractor, and the remaining 10 per cent shall be paid 30 days after the completion of the part of the work in or on which such materials, tools, implements, or appliances are incorporated or used.

"13. Signs.—Signs bearing the legend Public Works Project No. 4820 shall be erected in appropriate places at the site of the project.

"14. All reasonable rules and regulations which the Public Works Administration may prescribe toward the effectuation of the matters covered by paragraphs 1 to 13, inclusive, shall be observed in the performance of the work.

[fol. 2128] "15. Subcontractors.—(a) Appropriate provisions shall be inserted in all subcontracts relating to this work to insure the fulfillment of all provisions of this contract affecting such subcontractors, particularly paragraphs 1 to 14, inclusive.

"(b) No bid shall be received from any subcontractor who has not signed U. S. Government Form No. P. W. A. 61, revised (March 1934).

"16. Termination for breach.—In the event that any of the provisions of paragraphs 1 to 15, inclusive, of this contract are violated by the contractor under the construction contract or by any subcontractor under any subcontract on the

work, City of Kansas City, Kansas, may, subject to the approval of the Government engineer, and upon request of the Administrator, shall terminate the contract by serving written notice upon the contractor of its intention to terminate such contract, and, unless within 10 days after the serving of such notice such violation shall cease, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination City of Kansas City, Kansas, may take over the work and prosecute the same to completion or otherwise for the account and at the expense of the contractor and/or such subcontractor, and the contractor and his sureties shall be liable to City of Kansas City, Kansas, for any excess cost occasioned City of Kansas City, Kansas, in the event of any such termination, and City of Kan- [fol. 2129] sas City, Kansas, may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work, and necessary therefor. This clause shall not be construed to prevent the termination for other causes provided in the construction contract.

"17. Definitions.—The term "Act" as used herein refers to the National Industrial Recovery Act, The term "Government engineer" as used herein shall mean the State engineer (P. W. A.) or his duly authorized representative, or any person designated to perform his duties or functions under this agreement by the Administrator. The term "engineer inspector" as used herein refers to State engineer inspectors, resident and assistant resident engineer inspectors, and supervising engineers, appointed by the Administrator. The term "materials" as used herein includes, in addition to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performances of the work."

2. Restriction as to Contractors.—The Borrower shall receive no bid from any contractor, nor permit any contractor to receive any bid from any subcontractor, who has not signed U. S. Government Form No. P. W. A. 61, revised March, 1934.

3. Bonds and Insurance.—Construction contracts shall be supported by adequate surety or other bonds or security [fol. 2130] satisfactory to the Administrator for the protection of the Borrower, or materialmen, and of labor em-

ployed on the Project or any part thereof. The contractor under any construction contract shall be required to provide public liability insurance in an amount satisfactory to the Administrator.

4. Force Account.—If prices in the bids are excessive the Borrower reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Administrator for permission to do all or any part of the project on a force account basis.

Part Three

1. Construction of Project. Not later than upon the receipt by it of the first Bond payment, the Borrower will commence or cause to be commenced the construction of the Project, and the Borrower will thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost and in accordance with the provisions of this Agreement, plans, drawings, specifications and construction contracts which shall be satisfactory to the Administrator, and under such engineering supervision and inspection as the Administrator may require. Except with the written consent of the Administrator, no materials or equipment for the Project shall be purchased by the Borrower subject to any chattel mortgage, or any conditional sale or title retention agreement.

[fol. 2131] 2. Information. During the construction of the Project the Borrower will furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work.

3. Representations and Warranties. The Borrower represents and warrants as follows:

(a) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the Bonds, the security therefor, the construction of the Project, or the financial condition of the Borrower:

(b) Financial Condition. The character of the assets and the financial condition of the Borrower are as favorable as at the date of the Borrower's most recent financial statement furnished to the government as a part of the Application, and there have been no changes in the character of

such assets or in such financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Borrower's affairs;

(c) Fees and Commissions. It has not and does not intend to pay any bonus, fee or commission in order to secure the loan or grant hereunder;

(d) Affirmation. Every statement contained in this Agreement, in the Application, and in any supplement thereto or amendment thereof, and in any other document submitted to the Government is correct and complete, and [fol. 2132] no relevant fact materially affecting the Bonds, the security therefor, the Grant or the Project, or the obligations of the Borrower under this Agreement has been omitted therefrom. Sale of Bonds by the Government.

The Borrower will take all such steps as the Government may reasonably request to aid in the sale by the Government of any or all of the Bonds. Upon request the Borrower will furnish to the Government or to any purchaser or purchasers from the Government of 25 per centum of the Bonds, information for the preparation of a bond circular in customary form, signed by the proper official of the Borrower, containing such data as the Government or such purchaser or purchasers may reasonably request concerning the Borrower.

5. Expenses. The Government shall be under no obligation to pay any costs, charges or expenses incident to compliance with any of the duties or obligations of the Borrower under this Agreement including, without limiting the generality of the foregoing, the cost of preparing, executing and delivering the Bonds, and any legal, engineering and accounting costs, charges or expenses incurred by the Borrower.

6. Waiver. Any provision of the agreement may be waived or amended with the consent of the Borrower and the written approval of the Administrator, without the execution of a new or supplemental agreement.

7. Interest of Member of Congress.—No Member of or Delegate to the Congress of the United States of America [fol. 2133] shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

8. Validation.—The Borrower hereby covenants that it will institute, prosecute and carry to completion in so far as it may be within the power of the Borrower, any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable to empower the Borrower to issue the Bonds and to remedy any defects, illegalities and irregularities in the proceedings of the Borrower relative to the issuance of the Bonds and to validate the same after the issuance thereof to the Government, if in the judgment of the Administrator such action may be deemed necessary, appropriate or advisable. The Borrower further covenants that it will procure and furnish to the Government, as a condition precedent to the Government's obligations hereunder, a letter from the Governor of the State stating that if in the judgment of the Administrator it may be advisable to enact legislation to empower the Borrower to issue the Bonds or to remedy any defects, illegalities or irregularities in the proceedings of the Borrower relative to the issuance thereof or to validate the same, said Governor will recommend and co-operate in the enactment of such legislation.

9. Miscellaneous.—This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by [fol. 2134] the Borrower and the Government, shall have been received by the Borrower. This Agreement shall be governed by and be construed in accordance with the laws of the State.

10. Naming of Project. The Project shall never be named except with the written consent of the Administrator.

11. Undue Delay by the Borrower.—If in the opinion of the Administrator which shall be conclusive, the Borrower shall delay for an unreasonable time in carrying out any of the duties or obligations to be performed by it under the terms of this Agreement, the Administrator may cancel this Agreement.

12. Construction of Agreement, if any provision of this Agreement shall be invalid in whole or in part, to the extent it is not invalid it shall be valid and effective and no such invalidity shall affect, in whole or in part, the validity and

effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, in the opinion of the Administrator, the Agreement does not then violate the terms of the Act.

In witness whereof, the City of Kansas City, Kansas, and the United States of America have respectively caused this agreement, to be duly executed as of the day and year first above written.

City of Kansas City, Kansas.

By ——— ———.

[fols. 2135-2143] [Seal]

Attest: ——— ———.

United States of America.

By ——— ———, Federal Emergency Administrator of Public Works.

Section 2. This ordinance shall take effect from and after its passage by the Board of Commissioners, and its publication in the official City paper, The Kansas City Kansan. Passed by the Board of Commissioners of the City of Kansas City, Kansas, this 20th day of September A. D. 1934.

Howard Payne, City Clerk.

Approved September 20, 1934.

Don C. McCombs, Mayor.

(First published Sept. 21, 1934.—1t.)

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[fol. 2144] K. C. K. Exhibit No. 146

Bernice Jackson

March 4, 1940

Pages 1, 2, 3

The Following Communication from the City Attorney was presented, read and considered and on motion by Commissioner Darby, second by Commissioner Schaible it was ordered that proposal made in the attached letter from the Union Pacific Railroad Company by C. R. Gray, President,

be accepted, and that said communication be received and placed on file and spread upon the Journal:—

January 28, 1936.

Board of Commissioners, Kansas City, Kansas.

Re: Railroad rights of way on Public Levee and P. W. A. Project 4820.

Gentlemen:

Acting as your committee under authority of resolution previously passed by you, Mayor McCombs and I negotiated and obtained the abandonment of three unused railroad franchise rights on the Public Levee, namely: (1) Edgewater Connecting Railway Company, (2) Kansas City Southern Railway Company, and (3) Kansas City Orient and Outer Belt Railway Company, which abandonments were necessary in order that a systematic development of the Public Levee could be planned and arranged.

On September 14, 1933, the Union Pacific Railroad Company and the Missouri Pacific Railroad Company entered into a memorandum of agreement regarding a plan for joint [fol. 2145] trackage east of Minnesota Avenue Extension as then proposed to be located. While the City was not a party to that agreement and was not bound in any way, we nevertheless recognized that the physical conditions were such that these were the only two railroads entering Kansas City, Kansas which could reach and serve that property without extensive connection.

The officials of both railroads signified the willingness of said railroads to jointly lease certain rights of way east of Minnesota Avenue and pay the City therefor 3.6 cents per square foot per annum, over a period of thirty years. This price was arrived at by a valuation of 60 cents a square foot and 6 per cent per annum on that valuation. We learned that the Missouri Pacific could not make a binding agreement without the express authority of the Federal Court and on account of our limited time and also to meet the requirements of P. W. A., we asked the Union Pacific to make a commitment to join the Missouri Pacific in the leasing of 83,334 square feet and to also agree to assume the obligation alone in the event that the Missouri Pacific did not choose to join in the lease or did not secure the consent of the Federal Court. Under date of December 28th, Mr.

C. R. Gray, President of the Union Pacific Railroad Company, wrote your committee as shown by the attached executed copy of his letter.

A duplicate executed copy of Mr. Gray's letter was filed [fol. 2146] with the P. W. A. and served as a satisfactory commitment pending the preparation of definite form of contract between both railroads which will provide for joint ownership and operation east of said Minnesota Avenue Extension. The agreement on the part of the Missouri Pacific will also require the signature of Guy A. Thompson, Trustee and the approval of the Federal Court.

The rights of way mentioned in Mr. Gray's letter are shown on the attached map, all being south of Jersey Creek. The tracks will be constructed and maintained at the cost of the railroad companies and extend as industrial development requires. The rights of ways are 17 feet in width for both railroad tracks and clearance. You will note that the present commitment will assure the City a net revenue of $90,000 in 30 years and when the entire Public Levee east of Minnesota Avenue is industrially developed, the revenue from industrial lead tracks will approximate $500 per month, or $6,000 per annum, equal to 6 per cent on $100,000.

The project approved by P. W. A. calls for about 883,000 yards of hydraulic fill. This fill will also constitute the subgrade for the railroad tracks.

It is therefore recommended that the Board of City Commissioners accept the proposal of the Union Pacific to join the Missouri Pacific in leasing and operating the industrial lead tracks east of Minnesota Avenue and in the event the Missouri Pacific elects not to join the Union Pacific, [fol. 2147] then it is recommended that the tracks be leased to the Union Pacific alone. It is also recommended that you accept proposition of Mr. Gray as President of the Union Pacific Railroad Company as you will note that said proposition entitled the Missouri Pacific to participate in the event that it desires to do so and this will give us time to prepare the contract and submit to both railroad companies for final approval and execution.

The tracks mentioned in this letter should not be confused with the tracks west of Minnesota Avenue which will exclusively serve the Grain Elevator and which are covered by a separate ageement with the Union Pacific Railroad Company, which has guaranteed an annual revenue to the City of $10,000 per year for a period of 30 years.

You will note that the railroad rights on this levee assures a gross revenue to the City of $390,000 in the next 30 years.

Very truly yours, (Signed) Alton H. Skinner, City Attorney, Kansas City, Kansas.

(Copy of letter from C. R. Gray, President, Union Pacific Railroad Company, as mentioned in above letter)

[fol. 2148] 1416 Dodge Street, Omaha, Nebraska,
December 28, 1935.

Carl R. Gray, President

Hon. Don C. McCombs, Mayor, Mr. A. H. Skinner, Committee, Representing the Kansas City, Kansas Board of Commissioners on PWA Project No. 4820, Kansas City, Kansas.

Gentlemen:

The Union Pacific Railroad Company hereby expresses its willingness:

(1) To join the Missouri Pacific Railway in leasing 83,334 sq. ft. of right-of-way on the City's property east of Minnesota Avenue, as shown on the attached plat, the rate of rental to be 3.6 cents per sq. ft., amounting to $3,000.00 per annum; and will also join the Missouri Pacific in providing joint trackage when and as industrial development requires, it being part of the understanding that the City will provide the fill to an elevation which will constitute the subgrade for the trackage.

(2) In the event that the Missouri Pacific does not desire to join the Union Pacific in leasing these rights-of-way and providing the trackage thereon as outlined in paragraph (1) above, the Union Pacific Railroad alone will lease the same and assume the responsibility for providing the trackage.

Yours very truly, (Signed) C. R. Gray.

[fols. 2149-2154] State of Kansas,
County of Wyandotte, ss:

I, the undersigned, Howard Payne, City Clerk of the City of Kansas City, Kansas, do hereby certify that the foregoing is a true and correct copy of an entry made in the minutes of the Regular Session of the Board of Com-

missioners held on Tuesday morning January 28, 1936, as shown on Pages 29 and 30 of Journal A-22.

In Witness Whereof I have hereunto set my hand and affixed the seal of the City this 7 day of February, 1940 (pen & ink notation figure).

Howard Payne, City Clerk. (Seal.)

[fol. 2155] K. C. K. Exhibit No. 148

Bernice Jackson

March 4, 1940

Affidavit of Publication

State of Kansas,
County of Wyandotte, ss:

Marian E. Sears, being first duly sworn, deposes and says she is the order clerk of The Kansas City Kansan, a newspaper printed and published daily and weekly, in the City of Kansas City, and County of Wyandotte, Kansas and of general circulation in said county, that said newspaper has been continuously and uninterruptedly printed and published in said county during the period of fifty-two consecutive weeks prior to the first publication of the notice, of which the annexed is a full, true and perfect copy therein, that said notice was published in the daily issue of said newspaper (pen and ink notation) 1 consecutive days, the first publication thereof be on the (pen and ink notation) 31st day of (pen and ink notation) January, 193 (pen and ink notation) 6 and the last on the (pen and ink check mark) day of (pen and ink check mark), 193—.

(Seal) (Signed) Marian E. Sears. Subscribed in my presence and sworn to before me on (stamped) Jan. 19, 1940. (Signed) Howard Payne, City Clerk.

Exhibit No. —.

[fol. 2156] Ordinance No. 28161

(Newspaper Clipping Attached)

An Ordinance providing for the establishment of just and equitable rates and charges for the use of and the service rendered by the Public Levee of the City of Kansas

City, Kansas, and the facilities connected therewith, as the same may be improved, constructed, reconstructed or repaired, providing for agreements and leases with responsible parties for the use of and the service rendered by said Public Levee and the facilities connected therewith, as the same may be improved, constructed, reconstructed or repaired, and providing for the collection and segregation of the revenues derived from the payment of said rates and charges and of the rental fixed by such agreements or leases.

Whereas, the City of Kansas City, Kansas, is the owner of lands dedicated to the public use for the purpose of a levee, said lands being more fully described as follows, to-wit:

Beginning at a point 16 feet north of the northeast corner of Lot 1, Block 17, Wyandotte City, as originally platted; thence north along the west line of Second Street, to the north line of State Avenue, as originally platted; thence east along the north line of said State Avenue Extended, to the west line of First Street, originally called Front Street; thence north along the west line of First Street, originally called Front Street, to the Southeast corner of [fol. 2157] Block 13, Wyandotte City; thence easterly along the north line of Everett Avenue, to the southeast corner of Block 4, Wyandotte City; thence north along the west line of Water Street, originally called Elm Street, to the southeast corner of Block 6, Wyandotte City; thence east to the southeast corner of Block 3, Wyandotte City; thence north along the east line of Blocks 1, 2 and 3, Wyandotte City, to a point 235.73 feet due west of the northwest corner of the southwest ¼ of Section 2, Township 11, Range 25 East, in Wyandotte County, Kansas; thence east along the east and west center line of Section 2 and 3, Township 11, Range 25 East, to the United States Harbor Line along the right bank of the Missouri River; thence southerly along said Harbor Line along the right bank of the Missouri River, to its intersection with the United States Harbor Line along the left bank of the Kansas River; thence southwesterly along said Harbor Line along the left bank of the Kansas River, to a point due east of the point of beginning; thence west to point of beginning.

Whereas, the engineering firms of Horner & Wyatt and Walter F. Schulz have prepared at the direction of the City plans and estimates of the cost of improving, con-

structing, reconstructing and repairing the Public Levee and the docks, wharves, river terminals, grain elevator, terminal docks, storage, railroad and other facilities connected or to be connected to said Public Levee in order to make such Public Levee convenient and accessible for [fol. 2158] use in connection with water transportation on the navigable rivers adjoining such Public Levee, such improvements, construction, reconstruction, and repairing being hereinafter referred to as the "Improvements";

Whereas, it appears from the said plans and estimates of cost of said Improvements which are now on file in the office of the City Clerk, identified by the signature of the City Clerk, that the total and aggregate cost for the making of such Improvements will not exceed $1,756,000, to be financed in part by the issuance of $300,000 general obligation bonds pursuant to the provisions of Chapter 115, Laws of Kansas, 1929, the remainder by the issuance of revenue bonds pursuant to the provisions of Chapter 43, Laws of Kansas, Special Session, 1933, and by a grant from the United States of America of thirty per centum of the cost of the labor and materials to be employed in the making of the Improvements.

Whereas, the City is authorized by Chapter 43, Laws of Kansas, Special Session, 1933, to establish just and equitable rates and charges for the use of and the service rendered by the Public Levee and to enter into agreements and leases with responsible parties for the facilities to be afforded by the Public Levee in order to provide for the payment of the reasonable and proper expenses of operation and maintenance of the Public Levee and for paying the principal of and interest on revenue bonds which may be issued to improve, construct, reconstruct and re- [fol. 2159] pair such Public Levee.

Be It Ordained by the Board of Commissioners of the City of Kansas City, Kansas, as follows:

Section 1. There are hereby established as just and equitable rates and charges for the use of and the service rendered by the Public Levee and any repairs, extensions and improvements thereof subsequently constructed and acquired, which shall be paid by every one that in any way uses or is served by said Public Levee and the facilities connected therewith, in accordance with the following schedule:

Transfer of package freight, loaded or unload- from land to river or from river to land, 15c per ton;

Transfer of bulk freight, loaded or unloaded from land to river or from river to land, 5c per ton;

Provided, that any lessee located on said Public Levee and not in default in the payment of rent shall be privileged to load or unload cargoes or freight from land to river or from river to land over the facilities to be afforded by the Public Levee without the payment of any additional charges;

Provided further, that preferential rights to the use of the mooring docks of the Public Levee and the facilities connected therewith may be leased by the City to The Inland Waterways Corporation, organized and existing under an Act of the Congress of the United States of America, its successors and assigns, or to any other agency [fol. 2160] or department of the United States of America, at an annual rental to be agreed upon.

Section 2. Subject to the use of a suitable strip of land along the river banks by the City for public wharfage purposes and the construction and maintenance of dikes, the Public Levee nearest to the river bank and located landward therefrom within a distance of 200 feet of the harbor lines established by the War Department along the right bank of the Missouri River and the left bank of the Kansas River is hereby valued for leasing purposes at not less than three and six-tenths cents (3.6) per square foot per annum.

Section 3. That part of the Public Levee located south of Jersey creek between the land, described in Section 2 hereof and the so-called Minnesota Avenue extension is hereby valued for leasing purposes at not less than three and six-tenths cents (3.6) per square foot per annum.

Section 4. That part of the Public Levee located north of Jersey Creek between the land described in Section 2 hereof and the so-called Minnesota Avenue extension is hereby valued for leasing purposes at not less than one cent (1c) per square foot per annum.

Section 5. That part of the Public Levee located west of the so-called Minnesota Avenue extension and not previously leased or not used for railroad purposes, together with a strip twenty feet wide leading to the Missouri River and to be used for a grain conveying gallery, is hereby

[fol. 2161] reserved and set aside for construction of a grain elevator, dock, railroad yard and service tracks thereto to be constructed by the City as a part of the above described Improvements and shall be leased by the City as a public facility on terms as follows:

The grain elevator terminal dock, together with all facilities for transferring the grain from railway cars to the grain elevator terminal dock and thence to river carriers, except railroad yard and service tracks, shall be leased for a term of thirty years, at not less than the following annual rental:

$40,000 per annum for first five years;
$50,000 per annum for next ten years;
$55,000 per annum for next five years;
$60,000 per annum for next ten years.

Such lease shall provide that said grain elevator terminal dock shall be operated by the lessee thereof as a public facility and that the rates for storage, transferring and handling grain shall be customary and reasonable.

Section 6. The railroad service tracks shall be leased for a term of not exceeding thirty years to one or more railroads and common carriers engaged in interstate commerce at $1.00 per car for each loaded car handled or moved over said railroad tracks in outbound or inbound movements.

Section 7. The foregoing rates and charges as well as the value placed upon the above described property for rental or leasing purposes may be changed or readjusted [fol. 2162] from time to time and, in any event, such rates and charges and the value placed on such land for rental or leasing purposes shall be established, revised and maintained so as to provide sufficient revenue each year for the payment of the proper and reasonable expenses of operating the Public Levee and for the establishment of a sinking fund sufficient to meet the principal of and interest on the revenue bonds to be issued by the City to defray the cost of making the Improvements.

Section 8. The City may from time to time by ordinance fix and maintain just and equitable rates and charges for such other services or facilities as may be rendered or pro-

vided by the Public Levee as may not be provided for by this ordinance.

Section 9. All revenue derived from the rates and charges and from the rental fixed by agreements or leases for the facilities shall be deposited promptly upon receipt thereof in a special account or accounts and shall be used to pay all expenses of the City in connection with the operation and maintenance of the Public Levee and for the payment of the principal of and interest on revenue bonds to be issued to make the Improvements hereinabove described, and for no other purpose whatsoever; Provided, the City may create a special fund as a bond fund into which fund may be set aside sufficient of the revenues of the Public Levee in each year to pay the interest on the revenue bonds as it falls due and the principal of the bonds as it matures and to create a reserve to meet possible deficiencies in pay-
[fol. 2163] ment of said bonds and the interest thereon.

Section 10. The provisions of this ordinance shall constitute a contract by and between the City and the holders of the revenue bonds to be issued, and after the issuance of said bonds, or any part of them, this ordinance shall not be repealed or amended by the City in any respect which will adversely affect the rights of such holders so long as any of the revenue bonds or the interest thereon remain unpaid.

Section 11. This ordinance shall take effect and be in force from and after its passage and publication in the official city paper, the Kansas City Kansan.

Passed by the Board of Commissioners of the City of Kansas City, Kansas, this 30th day of January, A. D. 1936.

Howard Payne, City Clerk.

Approved January 30, 1936. Don C. McCombs, Mayor.

(First published January 31, 1936.—1 t.)

[fol. 2164] K. C. K. Exhibit No. 176.

Kansas City, Kansas, Exhibit 176 was deleted for the reason that it is shown at page 10 of plaintiffs' Exhibit 62-B, found at page 1473 of Exhibit Record II.

[fols. 2165-2322] K.C.K. Exhibit No. 177 was excluded by the Court. See ruling at pages 3010-3012 of transcript covering hearing on preliminary injunction.

[fol. 2323] K.C.K. Exhibit No. 180

Bernice Jackson

March 5, 1940.

Affidavit of Publication

State of Kansas,
County of Wyandotte, ss:

Marian E. Sears, being first duly sworn, deposes and says she is the order clerk of The Kansas City Kansan, a newspaper printed and published daily and weekly, in the City of Kansas City, and County of Wyandotte, Kansas and of general circulation in said county, that said newspaper has been continuously and uninterruptedly printed and published in said county during the period of fifty-two consecutive weeks prior to the first publication of the notice, of which the annexed is a full, true and perfect copy therein, that said notice was published in the daily issue of said newspaper (ink notation) 1 consecutive days, the first publication thereof being on the (ink notation) 10 day of (ink notation) Dec., 1938 (Pen and ink "8") and the last on the (ink notation) check mark day of (ink notation) check mark, 193-.

(Signed) Marian E. Sears.

Subscribed in my presence and sworn to before me on (stamped) Jan. 19, 1940.
[Seal] (Signed) Howard Payne, City Clerk.

Exhibit No. —

(Newspaper clipping attached.)

[fol. 2324] Newspaper Clipping:

Ordinance No. 30305

An ordinance providing for and setting forth the terms of a Construction Fund Agreement between the City of Kansas City, Kansas, and the following named banks: Commercial

National Bank, and The Security National Bank, each a National Banking Association; and Brotherhood State Bank, Exchange State Bank, Fidelity State Bank, First State Bank, Guaranty State Bank, Home State Bank, Industrial State Bank, Kaw Valley State Bank, Quindaro State Bank, Riverview State Bank, Twin City State Bank, and Victory State, each state bank organized and doing business under the laws of Kansas, all of Kansas City, Kansas, setting forth the terms and conditions in which the construction fund for P.W.A. Docket, Kansas 1356-F, for the wholesale food market and terminal will be deposited in said banks.

Be It Ordained by the Board of Commissioners of the City of Kansas City, Kansas:

Section 1. That there is herein provided for a Construction Fund Agreement with the following named banks: Commercial National Bank, and The Security National Bank, each a National Banking Association; and Brotherhood State Bank, Exchange State Bank, Fidelity State Bank, First State Bank, Guaranty State Bank, Home State Bank, Industrial State Bank, Kaw Valley State Bank, Quindaro State Bank, Riverview State Bank, Twin City [fol. 2325] State Bank, and Victory State Bank, each a state bank organized and doing business under the laws of Kansas, all of Kansas City, Kansas, said agreement being in the form and containing the terms set out in that part of this section denominated "Construction Fund Agreement."

The Mayor of Kansas City, Kansas, is hereby authorized and directed to execute said Agreement in the name of the City of Kansas City, Kansas, and the City Clerk of said City is hereby authorized and directed to attest the signature of the Mayor to said contract, and to attach the seal of said City to said contract as the act of said City as authorized by the Board of Commissioners, said Construction Fund Agreement being as follows:

Construction Fund Agreement:

This Agreement (herein called the "Construction Fund Agreement") dated the ——— day of December, 1938, by and between the City of Kansas City, Kansas, (herein called the "City"), party of the first part, and the following named banks: Commercial National Bank and the Security National Bank, each a National Banking Association; and Brotherhood State Bank, Exchange State Bank, Fidelity

State Bank, First State Bank, Guaranty State Bank, Home State Bank, Industrial State Bank, Kaw Valley State Bank, Quindaro State Bank, Riverview State Bank, Twin City State Bank and Victory State Bank, each a state bank organized and doing business under the laws of Kansas, each with [fol. 2326] its principal office in the City of Kansas City, Kansas, parties of the second part (said Banks severally and collectively being hereinafter called "The Bank").

Witnesseth:

That Whereas, the United States of America, acting through the Federal Emergency Administrator of Public Works, (herein called the "Government") has made an Offer (herein called the "Offer"), dated October 24, 1938, to aid in financing the construction of a food market and terminal, including necessary equipment and incidental facilities, in the City of Kansas City, Kansas (herein called the "Project") by making a grant to the City in an amount of 45 per cent of the cost of the Project upon completion, as determined by the said Administrator, but not to exceed, in any event, the sum of $1,710,000, subject to stated conditions; and

Whereas, the Offer has been duly accepted by the City (the term "Offer" as used herein shall denote the present Offer or any superseding Offer made and accepted in lieu thereof); and

Whereas, the Offer requires that the Applicant deposit in the Construction Account described in the Terms and Conditions (PWA Form No. 230) its entire share of the estimated cost of the Project upon Completion, as determined by the Administrator, and, in any event, not less than $2,090,000, within not to exceed 15 days from the date of the Offer, which period with respect to $1,967,000 of [fol. 2327] said estimated cost, to be appropriated from the proceeds of the sale of its Public Levee Terminal Revenue Bonds as hereinafter stated, has been extended to December 12, 1938, and with respect to $123,000 of said estimated cost, to be appropriated from the proceeds of the sale of not less than $123,000 of General Obligation Bonds of the City, as hereinafter stated, which are to be issued for the express purpose of constructing certain necessary street and sewer improvements, until such time as said bonds are issued and sold which cannot be accomplished until the

work contemplated to be paid for out of the proceeds of the sale of said bonds has actually been performed; and

Whereas, said Terms and Conditions require that the funds to be used to defray the cost of the construction of the Project, (including all amounts paid on account of the grant and the funds provided by the Applicant to defray the City's share of the cost of the Project, shall be deposited in a Construction Account, or Accounts (hereinafter called the "Construction Fund"), held by a depositary satisfactory to the Government and a member of the Federal Deposit Insurance Corporation; and

Whereas, the Bank is a depository satisfactory to the Government and a member of the Federal Deposit Insurance Corporation; and

Whereas, the City's share of the estimated cost of the Project is being provided by the appropriation of $1,967,000 of the proceeds of the sale of its Public Levee Terminal [fol. 2328] Revenue Bonds and from the proceeds of the sale of not less than $123,000 of general obligation bonds of the City; and

Whereas, the City desires that Project funds shall be deposited with the Bank and shall be held by the Bank and disbursed only as herein provided, and the Bank is willing to accept such deposits upon the terms hereinafter set forth and to hold and disburse said moneys as hereinafter provided, and in evidence of its acceptance of the duties imposed hereby, the Bank has joined in the execution hereof; and

Whereas, the execution and delivery of this Construction Fund Agreement, by the parties hereto, has been in all respects duly authorized and all things necessary to constitute this Construction Fund Agreement, when executed and delivered, the valid, legal and binding obligations of the parties hereto, in accordance with its terms have been done or performed or have happened;

Now, therefore, this agreement witnesseth:

That in consideration of the premises and of the covenants herein contained and of One Dollar ($1.00) by each party unto the other party in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The City hereby designates each of the Banks hereinbefore named as the depositary of that proportion of

the proceeds of the grant and funds to be provided by the [fol. 2329] City for the Project that the Capital, Surplus and Undivided Profits of each of said banks bears to the total Surplus and Undivided Profits of all of said Banks and agrees to deposit or cause to be deposited with each of said Banks its said proportion of all such moneys each of said Banks hereby agrees to accept said proportion of said moneys and to credit the same to the City in the account designated and herein called "Construction Fund" and to hold the same until disbursed for the purpose and in a manner herein provided. Any interest allowed by the Bank upon moneys from time to time in the Construction Fund shall be added to such fund.

2. Moneys in the Construction Fund shall be paid out, disbursed, and withdrawn only as follows:

(a) From time to time during the construction of the Project and within a period of not less than fifteen days nor more than thirty days prior to an interest payment date on the Public Levee Terminal Revenue Bonds prior to the completion date (as herein defined) each of said "The Bank" shall withdraw from said Construction Fund and transfer to the Bond Fund established for the payment of said bonds its proportion on the ratio of its deposit to the entire deposit as provided in paragraph numbered "1" hereof of an amount equal to the amount of interest becoming due upon the bonds of such interest payment date; and

(b) From time to time during the construction of the [fol. 2330] project the City may withdraw moneys from the Construction Fund for the purpose of reimbursing itself for expenditures made or paying indebtedness incurred by it in connection with the construction of the Project and expenses incidental thereto (other than for interest on any bonds issued for the Project), the cost to the City of preparing, executing and delivering bonds issued for the Project and any other fees and expenses which may be approved by the Government. Such moneys shall be withdrawn, however, only upon receipt by the Bank of a duly executed check or other order of the City executed by the City Treasurer and countersigned by the City Auditor, and of:

(1) A voucher in form approved by said parties and the Government which shall:

(a) Be signed on behalf of the City by the City Auditor;

(b) Have endorsed thereon or be accompanied by the written approval of the Resident Engineer Inspector, PWA, or such other representative as the Government from time to time may designate for such purpose;

(c) State that such expenditure or indebtedness has not formed the basis of any previous withdrawals;

(d) State that no default has occurred or is subsisting under the Offer, or with respect to said Public Levee Terminal Revenue Bonds;

(e) State that such voucher covers no items representing [fol. 2331] payment or reimbursement on account of any retained percentages which the City is, at the date of such voucher, entitled to retain;

(f) State that the amount remaining in the Construction Fund, plus an amount equal to the aggregate amount of grant estimated to be payable in cash and not yet paid, will be sufficient to pay for the completion of the Project in accordance with the plans and specifications which shall have been delivered to and approved by the Government and to pay the aggregate amount of interest which will accrue on or before the first day of the month in which it is estimated the Completion Date will occur; and

(g) State in reasonable detail the purpose, or purposes, for which such expenditures have been made or such indebtedness incurred and that such expenditures have been made or such indebtedness incurred in connection with the construction of the Project.

(2) An opinion of counsel satisfactory to the Bank (which counsel may be counsel for the City) which shall:

(a) State that the Project and the site thereof shall after such payment be clear of all liens or encumbrances for all work, labor, services and materials furnished for the Project and for which such payment is to be made; and

[fol. 2332] (b) State that the City is not in default under the Offer or with respect to said Public Levee Terminal Revenue Bonds or the interest thereon.

3. Upon delivery to the Bank and the Government of the following papers (the date of such delivery being herein called the "Completion Date"):

(1) A certificate signed and verified by the Commissioner of Finance, Health and Public Property of the City (accompanied by a certified copy of a Resolution adopted by the Board of City Commissioners of the City authorizing the execution and delivery of such certificate), upon which shall be endorsed the approval of the Regional Director of Region No. 5 of the Federal Emergency Administration of Public Works, stating that the construction of the Project has been completed in accordance with the plans and specifications submitted to and approved by the Government and a certificate of the City Auditor of the City stating that all liabilities of the City incurred for, or in connection with, the construction of the Project has been paid or that provision for such payment has been made; and

(2) An opinion of counsel, approved by the Government, and acceptable to the Bank (which counsel may be counsel for the City) stating that the City has completed the Pro- [fol. 2333] ject in the manner and within the time required by the Offer; that the City has title in fee simple to the land and the Project thereon, free from all liens or encumbrances; that no valid claims exist for which a lien could be established against the Project or site thereof for work, labor, services or materials furnished for the Project or in connection therewith; and that there are no uncancelled liens on the Project on file in any public office where the same should be filed in order to be valid liens against said property: the Bank shall transfer to the Bond Fund provided for the payments of said Public Levee Terminal Revenue Bonds the balance remaining in the Construction Fund and not set aside for the making of payments on account of the construction costs of the Project or on claims arising in connection therewith.

4. It is expressly understood and agreed that the Bank shall be under no responsibility to make any investigation or analysis of any statement or information which may be certified to the Bank in the manner provided by this agreement and that the Bank may accept without responsibility any statement, certificate or opinion which it may believe to be genuine and which may appear to be valid and au-

thentic, provided the same shall comply to the best of its knowledge, information and belief with the requirements herein set forth.

The Bank shall not be required to make any investigation as to the progress of the work or otherwise to inquire be- [fol. 2334] yond the certificate; and said certificate shall constitute full and ample protection and authority to the Bank in making any disbursement and application hereunder.

The City agrees to furnish the Bank specimen signatures of the City Treasurer and of the City Auditor of the City or any other officials authorized to sign withdrawal checks or other orders on behalf of the City.

The Bank shall be entitled to be reimbursed for all proper outlays of every sort and nature by it made or incurred in the acceptance or discharge of its duties hereunder, with interest, and to receive reasonable and proper compensation for any and all duties that it may at any time perform hereunder.

5. In the event that the Government shall at any time send to the Bank a written notification (upon which the Bank shall be entitled conclusively to rely) stating that the City is in default under any of the provisions of the Offer, the Terms and Conditions made a part thereof, or this Construction Fund Agreement, the Bank shall, after receipt by it of such notification, honor no further orders for the payment of money out of the Construction Fund pursuant to this Agreement without the consent of the Government.

6. Except as herein otherwise provided, any written demand, notice, order, designation, request or consent to be made or executed by the Government under any of the provisions hereof may be made or executed on behalf of the [fol. 2335] Government by the Federal Emergency Administrator of Public Works, the Assistant Administrator of the Federal Emergency Administration of Public Works, or the Regional Director of the Federal Emergency Administration of Public Works for Region No. 5.

7. This Construction Fund Agreement shall inure to the benefit of and be valid and binding upon the parties hereto, their respective legal representatives, successors and assigns, and cannot be amended, rescinded or modified in any way by the parties hereto, or any of its provisions waived, without the prior written consent of the Government.

8. This Construction Fund Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute but one and the same instrument.

In Witness Whereof, the City of Kansas City, Kansas, has caused this Construction Fund Agreement to be executed in its name by its Mayor and its corporate seal to be hereto affixed, attested by its City Clerk and each of the said Banks has caused this Construction Fund Agreement to be executed in its respective corporate name by its Presidents and its corporate seal to be hereunto affixed and attested by its Cashier or by one of its Assistant Cashiers, all as of the day and year first above written.

City of Kansas City, Kansas, By —— ——, Mayor.

[fol. 2336] Attest: —— ——, City Clerk.

Commercial National Bank, By —— ——, President.

Attest: —— ——, Cashier.

The Security National Bank, By —— ——, President.

Attest: —— ——, Cashier.

Brotherhood State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Exchange State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Fidelity State Bank, by —— ——, President.

Attest: —— ——, Cashier.

[fol. 2337] First State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Guaranty State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Home State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Industrial State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Kaw Valley State Bank, By —— ——, President.

Attest: —— ——, Cashier

Quindaro State Bank, By —— ——, President.

[fol. 2338] Attest: —— ——, Cashier.

Riverview State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Twin City State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Victory State Bank, By —— ——, President.

Attest: —— ——, Cashier.

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the official City paper, The Kansas City Kansan.

Passed by the Board of Commissioners of the City of Kansas City, Kansas, this 8th day of December, A. D., 1938.

Howard Payne, City Clerk.

Approved December 8, 1938, Don C. McCombs, Mayor.

(First published December 10, 1938.—1t.)

[fol. 2339] K. C. K. Exhibit No. 181

Bernice Jackson

Mar. 5, 1940

Affidavit of Publication

State of Kansas,
County of Wyandotte, ss.:

Marian E. Sears, being first duly sworn, deposes and says she is the order clerk of The Kansas City Kansan, a newspaper printed and published daily and weekly, in the City of Kansas City, and County of Wyandotte, Kansas and of general circulation in said county, that said newspaper has been continuously and uninterruptedly printed and published in said county during the period of fifty-two consecutive weeks prior to the first publication of the notice, of which the annexed is a full, true and perfect copy therein, that said notice was published in the daily issue of said newspaper (pen and ink notation) 1 consecutive days, the first publication thereof being on the (pen and ink notation) 11 day of (pen and ink notation) March, 1939. (pen and ink figure) and the last on the (pen and ink check mark) — day of (pen and ink check mark) —, 193-

(Seal) (Signed in pen and ink) Marian E. Sears.
Subscribed in my presence and sworn to before me on (stamped) Jan. 19, 1940.

Exhibit No — (Signed in pen and ink) Howard Payne, City Clerk.

(Newspaper clipping attached.)

[fol. 2340] Newspaper clipping:

Ordinance No. 30512

An Ordinance providing for and setting forth the terms of an Amended Construction Fund Agreement, between the City of Kansas City, Kansas, and the following named banks: Commercial National Bank, and The Security National Bank, each a National Banking Association; and Brotherhood State Bank, Exchange State Bank, Fidelity State Bank, First State Bank, Guaranty State Bank, Home State Bank, Industrial State Bank, Kaw Valley State Bank, Quindaro State Bank, Riverview State Bank, Twin City State Bank, and Victory State Bank, each state bank organized and doing business under the laws of Kansas, all of Kansas City, Kansas, setting forth the terms and conditions in which the construction fund for P. W. A. Docket Kansas 1356-F, for the wholesale food market and terminal will be deposited in said banks.

Be It Ordained by the Board of Commissioners of the City of Kansas City, Kansas:

Section 1. That there is herein provided for an Amended Construction Fund Agreement with the following named banks: Commercial National Bank, and the Security National Bank, each a National Banking Association; and Brotherhood State Bank, Exchange State Bank, Fidelity State Bank, First State Bank, Guaranty State Bank, Home State Bank, Industrial State Bank, Kaw Valley State Bank, Quindaro State Bank, Riverview State Bank, Twin City [fol. 2341] State Bank, and Victory State Bank, each a state bank organized and doing business under the laws of Kansas, all of Kansas City, Kansas, said Amended Agreement being in the form and containing the terms set out in that part of this section denominated "Amended Construction Fund Agreement."

The Mayor of Kansas City, Kansas, is hereby authorized and directed to execute said Amended Agreement in the name of the City of Kansas City, Kansas, and the City Clerk of said City is hereby authorized and directed to attest the signature of the Mayor to said contract, and to attach the seal of said City to said contract as the act of said City as authorized by the Board of Commissioners, said Amended Construction Fund Agreement being as follows:

"Amendatory Construction Fund Agreement

This Agreement (herein called the "Amendatory Construction Fund Agreement"), dated the — day of March, 1939, by and between the City of Kansas City, Kansas, (herein called the "City"), party of the first part, and the following named banks: Commercial National Bank, and The Security National Bank, each a National Banking Association; and Brotherhood State Bank, Exchange State Bank, Fidelity State Bank, First State Bank, Guaranty State Bank, Home State Bank, Industrial State Bank, Kaw Valley State Bank, Quindaro State Bank, Riverview State Bank, Twin City State Bank, and Victory State Bank, each a state bank organized and doing business under the laws [fol. 2342] of Kansas, each with its principal office in the City of Kansas City, Kansas, parties of the second part;

Witnesseth: That Whereas, it has been found that certain amendments to the Construction Fund Agreement (herein called the "Agreement") entered into by and between the parties hereto, under date of December 9, 1938, are desirable to the end that the procedure prescribed by that Agreement for the disbursement of funds governed by it may be simplified; and

Whereas, the United States of America, acting through the Federal Emergency Administrator of Public Works (herein called the "Government") has given its written consent to the execution of this Amendatory Construction Fund Agreement;

Now Therefore, This Agreement Witnesseth: That in consideration of the premises and of the covenants herein contained and of One Dollar ($1.00) by each party unto the other party in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is hereby amended by adding after Paragraph 1 thereof a new paragraph, designated "1-a", to read as follows:

"1-a. For convenience in disbursing moneys from the Construction Fund the Riverview State Bank is hereby designated the 'Disbursing Bank.' All disbursements from [fol. 2343] the Construction Fund shall be made by check or order on the Disbursing Bank. In order to keep the Disbursing Bank in funds for this purpose the City may,

from time to time as occasion demands, transfer moneys of the Construction Fund from any of the other banks, which are parties hereto, to the Riverview State Bank as Disbursing Bank. Such transfers shall be so made as to maintain, as nearly as practicable, the apportionment of deposits of the Construction Fund Moneys among the banks, which are parties hereto, that is contemplated by Paragraph 1 of this Agreement. The amount of Construction Fund moneys on deposit with the Disbursing Bank shall at no time exceed the sum of $500,000."

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

"2. Moneys in the Construction Fund shall be paid out, disbursed and withdrawn only as follows:

"(a) From time to time during the construction of the Project and within a period of not less than fifteen days or more than thirty days prior to an interest payment date on the Public Levee Terminal Revenue Bonds prior to the completion date (as herein defined) the Disbursing Bank shall withdraw from such Construction Fund and transfer to the Bond Fund established for the payment of said bonds an amount equal to the amount of interest becoming due upon the bonds on such interest payment date; and

[fol. 2344] "(b) From time to time during the construction of the Project the City may withdraw moneys from the Construction Fund for the purpose of reimbursing itself for expenditures made or paying indebtedness incurred by it in connection with the construction of the Project and expenses incidental thereto (other than for interest on any bonds issued for the Project), the cost to the City of preparing, executing and delivering bonds issued for the Project and any other fees and expenses which may be approved by the Government. Such moneys shall be withdrawn, however, only upon receipt by the Disbursing Bank of a duly executed check or other order of the City executed by the City Treasurer and countersigned by the City Clerk, and of:

"(1) A requisition in form approved by said parties and the Government, which shall:

"(a) Be signed on behalf of the City by the City Clerk;

"(b) Have endorsed thereon or be accompanied by the written approval of the Resident Engineer Inspector, PWA,

or such other representative as the Government from time to time may designate for such purposes;

"(c) State that such expenditure or indebtedness has not formed the basis of any previous withdrawals;

"(d) State that no default has occurred or is subsisting under the Offer, or with respect to said Public Levee Terminal Revenue Bonds;

"(e) State that such requisition covers no items representing payment or reimbursement on account of any re-
[fol. 2345] tained percentages which the City is, at the date of such requisition, entitled to retain;

"(f) State that the amount remaining in the Construction Fund, plus an amount equal to the aggregate amount of grant estimated to be payable in cash and not yet paid, will, together with an additional sum of not less than $123,000 which is to be deposited in the Construction Fund out of the proceeds of general obligation bonds of the City issued after the completion of those parts of said Project consisting of the construction of necessary street and sewer improvements, will be sufficient to pay for the completion of the Project in accordance with the plans and specifications which shall have been delivered to and approved by the Government.

"(g) State in reasonable detail the purpose, or purposes, for which such expenditures have been made or such indebtedness incurred and that such expenditures have been made or such indebtedness incurred in connection with the construction of the project.

"(2) An opinion of counsel satisfactory to the Bank (which counsel may be counsel for the City) which shall:

"(a) State that the project and the site thereof shall after such payment be clear of all liens or encumbrances for all work, labor, services and materials furnished for the Project and for which such payment is to be made; and
[fol. 2346] "(b) State that the City is not in default under the Offer or with respect to said Public Levee Terminal Revenue Bonds or the interest thereon."

3. This Amendatory Construction Fund Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute but one and the same instrument.

In Witness Whereof, the City of Kansas City, Kansas, has caused this Amendatory Construction Fund Agreement to be executed in its name by its Mayor and its corporate seal to be hereto affixed, attested by its City Clerk and each of the said Banks has caused this Amendatory Construction Fund Agreement to be executed in its respective corporate name by its President or by one of its Vice-Presidents and its corporate seal to be hereunto affixed, and attested by its Cashier or by one of its Assistant Cashiers, all as of the day and year first above written.

City of Kansas City, Kansas. By —— ——, Mayor.
Attest: —— ——, City Clerk.

Commercial National Bank. By —— ——, President.
[fol. 2347] Attest: —— ——, Cashier.

The Security National Bank. By —— ——, President.
Attest: —— ——, Cashier.

Brotherhood State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Exchange State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Fidelity State Bank. By —— ——, President.
Attest: —— ——, Cashier.

First State Bank. By —— ——, President.
[fol. 2348] Attest: —— ——, Cashier.

Guaranty State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Home State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Industrial State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Kaw Valley State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Quindaro State Bank. By —— ——, President.
[fols. 2349-2353] Attest: —— ——, Cashier.

Riverview State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Twin City State Bank. By —— ——, President.
Attest: —— ——, Cashier.

Victory State Bank. By —— ——, President.
Attest: —— ——, Cashier."

Section 2. This ordinance shall be in full force and effect from and after its passage, approval and publication in the official City paper, The Kansas City Kansan.

Passed by the Board of Commissioners of the City of Kansas City, Kansas, this 9th day of March, A. D. 1939.

Howard Payne, City Clerk.

Approved March 9, 1939.

Don C. McCombs, Mayor.

(First published March 11, 1939—1t.)

[fols. 2354-2383] K. C. K. Exhibit No. 184

Bernice Jackson

Mar. 5, 1940

Copy

Federal Emergency Administration of Public Works

Washington, D. C.,
December 10, 1938.

In reply please refer to Legal—JBF-mmh—Docket No. Kans. 1356.

Alton H. Skinner, Esq., City Attorney, Kansas City, Kansas.

Dear Mr. Skinner:

This will acknowledge your letter of December 1 and the enclosed executed copy of the lease by the City to the Union Pacific Railroad Company of a portion of the public levee to be used as a team track yard in connection with the Wholesale Food Terminal. The lease agreement and attachments have been examined and are satisfactory to the Legal Division.

Very truly yours, (Signed) C. R. Larrabee, Assistant Counsel, for the Administrator.

[fol. 2384] K. C. K. Exhibit No. 186

Bernice Jackson

Mar. 5, 1940

(Letterhead) Missouri Pacific Railroad Company Missouri Pacific Railroad Corporation in Nebraska International-Great Northern Railroad Company New Orleans, Texas and Mexico Railway Company The Beaumont, Sour Lake and Western Railway Company The St. Louis, Brownsville and Mexico Railway Company San Antonio, Uvalde and Gulf Railroad Company Houston North Shore Railway Company Missouri-Illinois Railroad Company

Guy A. Thompson, Trustee. L. W. Baldwin, Chief Executive Officer.

St. Louis, Missouri,
December 28, 19[illegible].

Dear Mr. Haugh:

I have referred your letter of December 21st, addressed to me, in regard to the Food Terminal project at Kansas City, Kansas, to Mr. L. W. Baldwin for further handling and reply to you.

I am sending a copy of my reply to you, to Mr. Skinner, City Attorney for Kansas City, Kansas so that he may likewise know that Mr. Baldwin will communicate further on the subject.

Very truly yours, (Signed pen & ink) Guy A. Thompson, Trustee.

Mr. J. L. Haugh, V. P., Union Pacific R. R. Co., Omaha, Nebraska.

cc—Mr. Alton H. Skinner, City Attorney, (pen & ink check mark) City Hall, Kansas City, Kansas.

[fol. 2385] Letterhead: Missouri Pacific Lines

L. W. Baldwin Saint Louis

December 28, 1938.

Dear Mr. Haugh:

Replying to your letter of December 21st to Mr. Thompson, requesting that Missouri Pacific execute revised form of agreement providing for construction of certain tracks

made necessary because of the intended construction of a Food Terminal in Kansas City, Kansas.

It seems that the revised agreement would be a substantial departure from the terms of the original agreement, which provided for the construction and use of certain tracks serving the area in which it is now proposed to locate such food terminal.

I observe in your letter you state that the matter of interchange of cars for the food terminal team tracks, which was the subject of conference on Monday, December 19, at Kansas City, is being given consideration, but it is your opinion that this question of interchange would not be affected by the execution of such revised supplemental agreement.

I am inclined to the view that any modification of the original agreement should dispose of this question of interchange.

You make no reference in your letter to the question [fol. 2386] of discrimination, although your company has advanced the thought that unless the same switching charge is made to all lines, there would be unjust discrimination, and the city's arrangement with the Public Works Administration might be imperiled.

I am advised by our Law Department that a question of what would constitute a proper switching charge would depend on the service to be rendered thereunder, and that to publish the same charge for a greater and a lesser service would in and of itself be an unjust discrimination. In fact, it is the view of our Law Department that a switching charge should be based upon the service rendered, and should not be made as a stated charge without regard to the fact of whether the services thereunder are different.

I shall be glad to have you give consideration to the foregoing.

Cont'd. Page 2—

I see no reason why arrangements cannot be made whereby the Missouri Pacific would interchange with the Union Pacific its cars for the food terminal in its food terminal yard, the Union Pacific to publish a charge for its switching service, which I am advised should not be in excess of $6.60 per car unloaded at the terminal, and $3.30 inbound and $3.30 outbound for all cars reconsigned at such terminal. The tracks of the Missouri Pacific are so located

that such interchange would be feasible by the construction of a crossover connection between our respective main [fol. 2387] tracks at a point near the basket factory. The fact that other lines at Kansas City are not so located as to effect a similar interchange would not give rise to any unjust discrimination.

If, on further consideration and investigation by you of the legal points involved, you are in accord with the foregoing, the revised agreement can be modified and promptly executed.

Separate and apart from the above, which is basic, our representatives, at a conference with City Attorney Skinner at Kansas City, Kansas, December 15, suggested certain minor modifications of sections 6, 7 and 8 of the original tri-party contract which Mr. Skinner requested be confirmed in writing. This was done on December 23, 1938, by General Attorney Mr. W. P. Waggener. In order that you may be fully advised as to these suggested changes, I am handing you herewith copy of Mr. Waggener's letter December 25 to Mr. Skinner.

I am furnishing Mr. Skinner copy of this letter so he may be advised as to the progress being made.

Very truly yours, (Signed pen & ink) L. W. Baldwin.

Mr. J. L. Haugh, V. P., Union Pacific R. R. Co., Omaha, Nebraska.

cc—Mr. Alton H. Skinner, City Attorney, (pen & ink check mark) City Hall, Kansas City, Kansas.

[fol. 2388] Copy

Atchison, Kansas, Dec. 23, 1938.

In re: Supplemental Contract to trackage rights on levee Kansas City, Kansas.

Mr. Alton H. Skinner, City Attorney, Kansas City, Kansas.

Dear Mr. Skinner:

At the conference held in your office we suggested that an amendment be made to the proposed supplemental agreement to give to Mr. Thompson, Trustee, the right to build the drill tracks and other industrial tracks provided for in the original agreement in the event the Union Pacific should not build them. You suggested that this should be submitted

to you in writing so that you could give it thought. We would like to have the following inserted in the contract.

"In the event the Union Pacific shall fail, refuse or neglect to construct the drill tracks, extensions to drill tracks or industry tracks, or to properly maintain the same after it shall have constructed them, when and as provided in sections 6, 7, and 8 of the original contract, or in the opinion of Missouri Pacific unreasonably delay any such construction or maintenance, and shall not commence any such construction or maintenance work within ten days following written request of Missouri Pacific's Superintendent so to do or shall fail to promptly complete any such work after having commenced the same, then Missouri Pacific, if it so elect and notify Union Pacific in writing of such elec-
[fols. 2389-2412] tion, may provide the necessary labor, materials, supplies, equipment and instrumentalities and perform such construction and maintenance work for the account of the Railroads in accordance with the provisions of said original contract applicable thereto."

The same to be a new Section No. 3 and renumber the present sections 3, 4, and 5 as sections 4, 5 and 6, respectively.

In view of the fact that the permanent plans have been perfected for the location of the drill tracks our people suggest that the last two paragraphs of Section 1 of the proposed supplemental contract be eliminated, the original contract, as you know, provides that these tracks shall not be changed except by the consent of the three parties interested.

Will you kindly advise me.

Yours very truly, (Signed) W. P. Waggener, General Attorney.

[fol. 2413] K. C. K. Exhibit No. 191

Bernice Jackson

Mar. 5, 1940

Resolution No. 10660: Passed September 22, 1936. Provides for waiving penalty clause and extending time on contract for wharf and dock improvement foundation work.

Resolution No. 10662: Passed September 24, 1936. Provides for issuing a work order to the Nicholson Company to begin work on Public Levee Elevator.

Resolution No. 10663: Passed September 24, 1936. Provides for issuing a work order to the Minneapolis Dredging Company to begin work on the Public Levee Wharf and Dock.

Resolution No. 10664: Passed September 24, 1936. Provides for revising and approving an estimate of cost of Minnesota Avenue extension, P. W. A. Docket 6135.

Resolution No. 10669: Passed October 27, 1936. Approves an application for a forty hour week for the Nicholson Company contractors on the Grain Elevator contract for movable form construction.

Resolution No. 10670: Passed October 27, 1936. Approved an application for forty hour week for the Minneapolis Dredging Company for construction public levee wharf and dock.

Resolution No. 10671: Passed November 3, 1936. Approve plans and specifications for machinery and equipment for the grain elevator on Public Levee and instructions providing for taking bids thereon.

[fol. 2414] Resolution No. 10677: Passed November 24, 1936. Provides for approving request of Minneapolis Dredging Company for a forty hour week for dredge operators and deisel engineers.

Resolution No. 10679: Passed December 3, 1936. Approving plans and specifications for machinery and equipment on the Public Levee Grain Elevator and for advertisement for bids to come in December 17, 1936.

Resolution No. 10684: (Repealed by 10685) Passed December 29, 1936. Requesting a change order on the steel wharf, P. W. A. Docket 4820.

Resolution No. 10685: Passed January 26, 1937. Repeals and rescinds 10684.

Resolution No. 10686: Passed January 26, 1937. Approves request of Engineer on change in length of wharf.

Resolution No. 10688: Passed February 8, 1937. Requests P. W. A. to approve change order for a date of completion of contract for Grain Elevator machinery to July 26, 1937.

Resolution No. 10690: Passed March 2, 1937. Provides for a work order to Nicholson Company on Contract No. 3, machinery and equipment Public Levee Grain Elevator.

Resolution No. 10692: Passed March 9, 1937. Requesting P. W. A. approval of change order to six additional pile mooring clusters in contract of Minneapolis Dredging Company on Public Levee.

[fol. 2415] Resolution No. 10693: Passed March 9, 1937. Provides for electing to include 1,690 feet of railroad track and two No. 9 turnouts in Minneapolis Dredging Contract on Public Levee.

Resolution No. 10694; Passed March 23, 1937. Provides for revising and approving an estimate of the project cost of P. W. A. Project No. 4820.

Resolution No. 10702: Passed April 14, 1937. Provides for increasing amount of dredge fill material on the Public Levee and requesting P.W.A. approval of the change.

Resolution No. 10706: Passed April 27, 1937: Notifying Nicholson Company that they are in default for failure to complete building contract, Public Levee Grain Elevator.

Resolution No. 10707: Passed April 27, 1937. Approving change order on Public Levee wharf and dock changing plans on switches, ladder rings and piling.

Resolution No. 10709: Passed May 4, 1937. Applying for change order contract No. 4, Public Levee, substituting horizontal automatic belt take-up on belt conveyor.

Resolution No. 10710: Passed May 4, 1937. Applying for a change order, Contract No. 4, Public Levee for addition of grain sacking equipment.

Resolution No. 10711: Passed May 4, 1937. Applying for a change order, Contract No. 3, Public Levee, for addition of dust sacking room.

[fol. 2416] Resolution No. 10712: Passed May 4, 1937. Applying for change order Contract No. 4, Public Levee, for additional scale testing machinery.

Resolution No. 10713: Passed May 4, 1937. Applying for change order Contract No. 3, Public Levee, for changing location of office and shop, and additional power wiring, and additional laboratory.

Resolution 10714: Passed May, 1937. Applying for change order, Contract No. 3, Public Levee, for extension of air pipes for blowing down dust.

Resolution No. 10715: Passed may 4, 1937. Applying for change order, Contract No. 3, Public Levee, for alterations in electric light and power wiring.

Resolution No. 10716: Passed May 4, 1937. Applying for change order, Contract No. 3, Public Levee, for making changes incidental to mooring leg, etc.

Resolution No. 10715: Passed May 4, 1937. Applying for change order, Contract No. 3, for changing plans because of addition of marine leg.

Resolution No. 10718: Passed May 4, 1937. Applying for change order, Contract No. 3, Public Levee, for changing belt conveyor take-ups from vertical to horizontal automatic types.

Resolution No. 10722: Passed May 20, 1937. Increasing sand fill on Public Levee by thirty-three thousand yards and requesting approval of a change order.

[fol. 2417] Resolution No. 10726: Passed May 25, 1937. Relating to extension of Contract for Public Levee Improvement No. 3, Docket 4820.

Resolution No. 10744: Passed June 10, 1937. Granting and Approving extension of time to June 11, 1937 on contract of Nicholson Company Public Levee Elevator.

Resolution No. 10750: Passed June 17, 1937. Recommending granting of request of Nicholson Company for forty hour week for iron workers, painters, hoisting engineers, and carpenter millwrights.

Resolution No. 10753: Passed June 24, 1937. Recommending granting the request of Nicholson Company and Wyatt and Reed for forty hour- per week, eight hours per day for five waterproofers helpers, P. W. A. Docket 4820.

Resolution No. 10758: Passed July 8, 1937. Requests P. W. A. State Director to approve a change order on Public Levee contract for removing obstructions in Jersey Creek.

Resolution No. 10759: Passed July 8, 1937. Requests P. W. A. State Director to approve change order on Public Levee for filling crib with rock.

Resolution No. 10760: Passed July 13, 1937. Grants request of Nicholson Company for forty hour week.

[fol. 2418] Resolution No. 10761: Adopted July 13, 1937. Grants request of Nicholson Company and W. T. Foley for forty hour week.

Resolution No. 10762: Adopted July 15, 1937. Declared it necessary to construct a sewer at City's track and Minnesota Avenue extension.

Resolution No. 10763: Adopted July 22, 1937. Requests P. W. A. approval of a change order on Public Levee to change switch points 90 feet south.

Resolution No. 10764: Adopted July 23, 1937. Grants request of Nicholson Company for forty hour week for sheet metal workers on Public Levee Grain Elevator.

Resolution No. 10768: Adopted July 29, 1937. Requesting P. W. A. approval of a change order for changing location of the office door on the P. W. A. Elevator.

Resolution No. 10769: Adopted July 29, 1937. Requesting P. W. A. approval of a change order to include 33 square yards of rip-rapping on the Public Levee.

Resolution No. 10777: Adopted August 5, 1937. Revising and approving an estimate of the project cost of wharf and dock improvement P. W. A. Docket 4820.

Resolution No. 10784: Adopted August 12, 1937: Requesting P. W. A. State Director to approve change order to change location of scale office in the Grain Elevator Docket 4820.

[fol. 2419] Resolution No. 10792: Adopted September 2, 1937: Declared it necessary to make additional fill on Public Levee east of Minnesota Avenue under the contract of the Minneapolis Dredging Company.

Resolution No. 10796: Adopted September 9, 1937. Adding classifications of Elevator operator to wage classifications in Resolution 10648 for employees on Public Levee Docket 4820.

Resolution No. 10797: Adopted September 9, 1937. Appropriating $3,600.00 from Public Levee Construction Fund, Docket 4820 to pay L. R. Gates and P. W. Croker for legal services.

Resolution No. 10801: Adopted September 23, 1937. Requesting approval of change order reducing total feet of railway track to 9,219 lineal feet on Public Levee.

Resolution No. 10802: Adopted September 23, 1937. Requesting approval of change order for adding two partitions and three doors to the office building Contract No. 3, Public Levee Grain Elevator.

Resolution No. 10809: Adopted October 14, 1937. Providing a revised estimate of cost of Public Levee Project No. 4820.

Resolution No. 10811: Adopted October 19, 1937. Requesting an extension of time on Contract No. 2, Minneapolis Dredging Company, Public Levee wharf and dock.

Resolution No. 10812: Adopted October 19, 1937. Requesting approval of change order on Contract No. 2, Public Levee for additional riprapping.

[fol. 2420] Resolution No. 10819: Adopted October 29, 1937. Recommending approval of change order Contract No. 3, Public Levee Elevator with relation to deficient concrete in Storage Building B. (This Resolution repealed by 10829.)

Resolution No. 10828: Adopted November 18, 1937. Authorizing O. H. Horner and A. H. Skinner to discuss deficient concrete in Storage Building B, Public Levee Elevator with P. W. A. officials.

Resolution No. 10829: Adopted November 30, 1937. Requesting P. W. A. to approve change order in concrete specifications in Storage Building B, Public Levee Elevator and rescind Resolution No. 10819, and withdraw Change Order No. 53-3-15.

Resolution No. 10830: Adopted December 9, 1937. Requesting P. W. A. to approve reconcillation change order as to amount of hydraulic fill, Contract No. 2, Public Levee Docket 4820.

Resolution No. 10831: Adopted December 9, 1937. Requesting P. W. A. to approve reconcillation change order as to amount of net additional changes, Contract 3, Public Levee, Docket 4820.

Resolution No. 10834: Adopted December 23, 1937. Requesting P. W. A. to adjust unadjusted non-compliances on Contract No. 3, Nicholson Company, Public Levee, Docket 4820.

[fol. 2421] Resolution No. 10849: Adopted March 1, 1938. Accepting Contract No. 2, P. W. A. Docket 4820, Public Levee Minneapolis Dredging Company, contractors.

Resolution No. 10850: Adopted March 1, 1938. Accepting Contract No. 3, P. W. A. Docket 4820, Public Levee, Nicholson Company Inc., contractors.

Resolution No. 10851: Adopted March 1, 1938. Accepting Contract No. 4, P. W. A. Docket 4820, Public Levee, Nicholson Company, Inc., contractors.

Resolution No. 10857: Adopted March 24, 1938. Extending completion date, Contract No. 3, Public Levee, wharf and dock, Docket 4820, to July 26, 1938, without penalty.

Resolution No. 10858: Adopted March 24, 1938. Extending completion date, Contract No. 4, Public Levee, wharf and dock, Docket 4820, to November 4, 1937, without penalty.

Resolution No. 10859: Adopted March 24, 1938. Extending completion date, Contract No. 3, Public Levee, wharf

and dock, Docket 4820, to January 21, 1938, with $2,350.00 penalty.

Resolution No. 10876: Adopted April 29, 1938. Declared it necessary to install additional equipment in the Public Levee Elevator, approving plans and specifications and requesting P. W. A. approval.

Resolution No. 10883: Adopted May 10, 1938. Approving plans and specifications for additional machinery and equipment to complete Public Levee Elevator.

[fol. 2422] Resolution No. 10886: Adopted May 24, 1938. Requesting P. W. A. to grant forty hour week for laborers installing additional machinery in Public Levee Elevator.

Resolution No. 10954: Adopted October 25, 1938. Nominating Associated Architects and Engineers for services on P. W. A. Project 1356-F, Public Levee Food Terminal.

Resolution No. 10959: Adopted November 8, 1938: Approving plans and specifications for enclosing Jersey Creek on Public Levee as part of P. W. A. Project Docket 1356-F.

Resolution No. 10960: Adopted November 10, 1938. Approving Control Estimate of cost, Public Levee Food Terminal, P. W. A. Docket 1356-F.

Resolution No. 10963: Adopted November 22, 1938. Authorizing advertisement for bids to come in December 6, 1938, to enclose Jersey Creek, P. W. A. Docket 1356-F.

Resolution No. 10965: Adopted December 1, 1938. Accepting Contract No. 2, Vilter Manufacturing Co. for air conditioning Memorial Building, P. W. A. Docket, 1336-F.

Resolution No. 10966: Adopted December 1, 1938. Accepting Contract No. 1, Universal Construction Company, remodeling Memorial Building, P. W. A. Docket 1336-F.

Resolution No. 10967: Adopted December 6, 1938. Declared it necessary to construct sewers on Public Levee.

[fol. 2423] Resolution No. 10968: Adopted December 6, 1938. Declared it necessary to grade, curb, pave and widen Minnesota Avenue Trafficway on Public Levee.

Resolution No. 10969: Adopted December 6, 1938. Awarded Contract for constructing Jersey Creek sewer on Public Levee to Bushman Construction Company.

Resolution No. 10972: Adopted December 12, 1938. Approving bond and directing Bushman Construction Company to begin work on December 13, 1938, Jersey Creek sewer Food Terminal.

Resolution No. 10976: Adopted December 16, 1938. Fixing scale of wages to be paid employees of contractors for constructing Food Terminal, P. W. A. Docket 1356-F.

Resolution No. 10979: Adopted December 20, 1938. Awarded Contract No. 2, excavation, pile and foundations, Food Terminal P. W. A. Docket 1356-F to J. A. Tobin Construction Company.

Resolution No. 10980: Adopted December 20, 1938. Issuing work order to J. A. Tobin Construction Company, Contract No. 2, excavation, foundation, and piles, Food Terminal P. W. A. Docket 1356-F.

Resolution No. 10981: Adopted December 22, 1938. Awarding contract, etc., to Brown Brothers, lateral, storm and sanitary sewers, Contract No. 5, P. W. A. Docket 1356-F.

Resolution No. 10982: Adopted December 22, 1938. Awarding contract to J. A. Tobin Construction Company for recurbing Minnesota Avenue Public Levee, Docket 1356-F, Contract No. 3.

[fol. 2424] Resolution No. 10983: Adopted December 23, 1938. Issuing a work order to Brown Brothers Contract No. 5, lateral, storm and sanitary Food Terminal and approving bonds.

Resolution No. 10984: Adopted December 23, 1938. Issuing work order to J. A. Tobin Construction Company, Contract No. 3, Minnesota Avenue extension, Food Terminal Docket 1356-F, approving bonds.

Resolution No. 10987: Adopted December 28, 1938. Directing executive engineer to begin Contract No. 4, retaining walls and paving Food Terminal, P. W. A. Docket 1356-F, with city forces.

Resolution No. 10991: Adopted December 30, 1938. Awarding Contract No. 4, for retaining walls and paving at Food Terminal, P. W. A. Docket 1356-F, to Brown Brothers.

Resolution No. 10992: Adopted December 30, 1938. Issuing work order to Brown Brothers, Contract No. 4, retaining walls and paving Food Terminal, Docket 1356-F.

Resolution No. 10993: Adopted December 30, 1938. Approving bonds and directing Brown Brothers to begin work on Contract No. 4, retaining walls and paving, Food Terminal P. W. A. Docket 1356-F.

Resolution No. 10999: Adopted January 14, 1939. Fixing additional wage scales for Docket 1356-F Food Terminal and Docket 1379-F City Hall Addition.

Resolution No. 11000: Adopted January 14, 1939. Approving plans and specifications, items A to D wholesale [fol. 2425] units, Food Terminal P. W. A. Docket 1356-F.

Resolution No. 11001: Adopted January 14, 1939. Approving plans and specifications, item H, Farmers' Market, Food Terminal, P. W. A. Docket 1356-F.

Resolution No. 11002: Adopted January 14, 1939, Approving plans and specifications, item G, Incinerator, Food Terminal, P. W. A. Docket 1356-F.

Resolution No. 11003: Adopted January 14, 1939. Approving plans and specifications, item E, Auction Warehouse, Food Terminal, P. W. A. Docket 1356-F.

Resolution No. 11004: Adopted January 14, 1939. Approving Kansas City Testing Laboratory as testing agency City Hall Addition, P. W. A. Docket 1379-F.

Resolution No. 11010: Adopted February 16, 1939. Awarding contract, for construction of Unit H Farmer's Market, Public Levee Food Terminal to Weeks Construction Company.

Resolution No. 11011: Adopted February 16, 1939. Awarding contract for construction of Units A, B, C, D, four produce buildings, Public Levee, Food Terminal to S. Patti Construction Company. (This Resolution repealed by Resolution 11019.)

Resolution No. 11012: Adopted February 16, 1939. With relation to Public Levee Terminal Construction Account, transferring payment of warrants, etc.

[fol. 2426] Resolution No. 11013: Adopted February 16, 1939. Rejecting all bids received February 2, 1939, for construction of Auction Warehouse, Unit E, Public Levee Food Market, P. W. A. Docket 1356-F.

Resolution No. 11014: Adopted February 23, 1939. Requesting P. W. A. to approve Project Change Order No. 1, Public Levee Food Terminal, P. W. A. Docket 1356-F.

Resolution No. 11017: Adopted March 2, 1939, Permitting growers committee and Albine C. Rickey to use building on Public Levee.

Resolution No. 11019: Adopted March 2, 1939. Awarding Contract No. 6, Produce buildings, Food Terminal, P. W. A. Docket 1356-F, to S. Patti Construction Company and rescinding Resolution No. 11011. (This Resolution rescinded by Resolution 11032.)

Resolution No. 11020: Adopted March 7, 1939. Permitting S. Patti Construction Company to withdraw bid check and substitute bid bond, wholesale unit, Food Terminal.

Resolution No. 11023: Adopted March 23, 1939. Fixing additional wage scale to be paid on Food Terminal, P. W. A. Docket 1356-F and City Hall Addition, P. W. A. Docket 1379-F.

Resolution No. 11024: Adopted March 23, 1939. Requesting approval of change order for Contract No. 2, Food Terminal.

Resolution No. 11025: Adopted March 23, 1939. Requesting approval of change order for Contract No. 2, Food Terminal.

[fol. 2427] Resolution No. 11027: Adopted March 31, 1939. Requesting P. W. A. approval of change order to extend time of completion of Contract No. 2, Food Terminal, Docket 1356-F, 17 days.

Resolution No. 11030: Adopted April 11, 1939. Issuing work order to Weeks Construction Company to begin work on Contract No. 9, Food Terminal, on April 12, 1939.

Resolution No. 11032: Adopted April 15, 1939. Awarding Contract No. 6, four produce buildings, Food Terminal, to S. Patti Construction Company and rescinding Resolution No. 11019.

Resolution No. 11033: Adopted April 15, 1939. Issuing work order to S. Patti Construction Company, Contract No. 6, four produce buildings, Public Levee Food Terminal, for April 17, 1939.

Resolution No. 11034: Adopted April 17, 1939. Approving the Globe Hoist Company as subcontractors of S. Patti Construction Company, Contract, Food Terminal Docket 1356-F.

Resolution No. 11037: Adopted April 20, 1939. Requesting P. W. A. approval of extension of time Contract No. 3, Minnesota Avenue paving Food Terminal P. W. A. Docket 1356-F.

Resolution No. 11038: Adopted April 25, 1939. Approving Project Change Order request, owner No. 1, Food Terminal P. W. A. Docket 1356-F and requesting approval by P. W. A. (This Resolution rescinded by 11056.)

[fol. 2428] Resolution No. 11039: Adopted April 25, 1939. Approving W. T. Foley Electric Company as subcontractor of Weeks Construction Company, Contract No. 9, P. W. A. Docket 1356-F.

Resolution No. 11040: Adopted April 25, 1939. Approving E. A. Callaway cement finisher as subcontractor of Weeks Construction Company, Contract No. 9, P. W. A. Docket 1356-F.

Resolution No. 11041: Adopted April 25, 1939. Approving Frank W. Goodnow, lathe and plaster, as subcontractor of Weeks Construction Company, Contract No. 9, P. W. A. Docket 1356-F.

Resolution No. 11042: Adopted April 25, 1939. Approving A. D. Jacobson, plumbing and heating, as subcontractor of Weeks Construction Company, Contract No. 9, P. W. A. Docket 1356-F.

Resolution No. 11043: Adopted April 25, 1939. Requesting P. W. A. to approve change order extending time for completing Contract No. 1, Bushman Construction Company, P. W. A. Docket 1356-F.

Resolution No. 11044: adopted April 25, 1939. Requesting P. W. A. to approve change order extending time for completing Contract No. 4, Brown Brothers, P. W. A. Docket 1356-F.

Resolution No. 11045: Adopted April 25, 1939. Requesting P. W. A. to approve change order extending time for completing Contract No. 5, Brown Brothers, P. W. A. Docket 1356-F.

Resolution No. 11046: Adopted April 25, 1939. Requesting P. W. A. to approve change order for removing water and earth to clear caps of pile, Contract No. 6, P. W. A. Docket 1356-F.

[fol. 2429] Resolution No. 11047: Adopted April 27, 1939. Requesting P. W. A. to approve change order for omission of one steel track girder Jersey Creek Sewer, increase weight of spans, etc., on Contract No. 1, P. W. A. Docket 1356-F.

Resolution No. 11049: Adopted May, 1939. Requesting P. W. A. to approve change order on Contract No. 6, Food Terminal, P. W. A. Docket 1356-F height of pairs and basement slab.

Resolution No. 11050: Adopted May 2, 1939. Approving plans and specifications for cold storage plant, Food Terminal, P. W. A. Docket 1356-F, and request approval of P. W. A.

Resolution No. 11051: Adopted May 2, 1939. Requesting P. W. A. to approve change order request, Contract No. 3,

Food Terminal Docket 1356-F, temporary connection between Minnesota Avenue and State Avenue.

Resolution No. 11052: Adopted May 2, 1939. Requesting P. W. A. to approve change order request, Contract No. 2, Food Terminal Docket 1356-F, eliminating Units E and G, Auction house and incinerator.

Resolution No. 11055: Adopted May 9, 1939. Approving 21 subcontractors of S. Patti Construction Company, Contract No. 6, Food Terminal Docket 1356-F.

Resolution No. 11056: Adopted May 11, 1939. Rescinding Resolution 11038 with relation to project change order request owners No. 1.

[fol. 2430] Resolution No. 11057: Adopted May 11, 1939. Requests P. W. A. approval of change order request, Contract No. 2, J. A. Tobin Construction Company, P. W. A. Docket No. 1356-F, for clearing elevator paths and pile cutoffs.

Resolution No. 11062: Adopted May 16, 1939. Requesting P. W. A. approval of change order to Contract 9, Food Terminal, Docket 1356-F, removing restrictive roof material and reducing cost.

Resolution No. 11063: Adopted May 17, 1939. Approving the Mississippi Valley Structural Steel Company as subcontractor of S. Patti Construction Company, Contract No. 6, Food Terminal Docket 1356-F.

Resolution No. 11067: May 18, 1939. Approving subcontractor of S. Patti Construction Company to Contract No. 6, Public Levee, Docket 1356-F, Detroit Steel Product Company and Overhead Door Company.

Resolution No. 11068. Adopted May 18, 1939. Requesting P. W. A. to approve change order extending time on Contract No. 2 for three days, Food Terminal, Docket No. 1356-F.

Resolution No. 11072: Adopted May 23, 1939. Requesting P. W. A. to approve change order, Contract No. 1, Docket 1356-F, pouring deck slabs in place instead of precast.

Resolution No. 11073: Adopted May 24, 1939. Requesting P. W. A. to approve change order, Contract No. 2, Docket [fol. 2431] 1356-F, drive sheet pile around sewer pit below creek for Gallery D.

Resolution No. 11076: Adopted May 25, 1939. Awarding Contract No. 10 Cold Storage Building, P. W. A. Docket No. 1356-F, to Interstate Construction Company.

Resolution No. 11077: Adopted May 25, 1939. Awarding Contract No. 12, refrigeration equipment cold storage building, P. W. A. Docket 1356-F, to Frick Company.

Resolution No. 11082: June 2, 1939. Requesting P. W. A. to approve change order Contract No. 6, Docket 1356-F, to construct curtain wall north end of Units C and D.

Resolution No. 11083: June 2, 1939. Requesting P. W. A. to approve change order, Contract No. 6, Docket 1356-F, changing Alternate No. 11 monolithic finish to 1½ inch cement top.

Resolution No. 11085: June 7, 1939. Requesting P. W. A. to approve change order request, Contract No. 1, Docket 1356-F, to omit easterly steel track span, etc., of Jersey Creek.

Resolution No. 11086: June 7, 1939. Requesting P. W. A. to approve change order request, Contract No. 1, Docket No. 1356-F, for a tolerance of vertical alignment of piles.

Resolution No. 11087: June 7, 1939. Requesting P. W. A. to approve change order request, Contract No. 5, Docket 1356-F, for extending time 75 days, waiving liquidated damages.

Resolution No. 11088: June 7, 1939. Requesting P. W. A. to approve change order request, Contract No. 4, Docket 1356-F, extending time 45 days, and waiving liquidated damages.

[fol. 2432] Resolution No. 11089: Adopted June 7, 1939. Requesting P. W. A. to approve change order request, Contract No. 4, Docket No. 1356-F, for a rubbed finish on the Minnesota Avenue Viaduct, retaining walls, etc.

Resolution No. 11090: Adopted June 8, 1939. Issuing work order to Frick Company, Contract No. 12, refrigeration machinery and equipment, Docket 1356-F.

Resolution No. 11091: Adopted June 8, 1939. Issuing work order to Interstate Construction Company, Contract No. 10, Cold Storage Building, Docket 1356-F.

Resolution No. 11092: Adopted June 14, 1939. Requesting P. W. A. to approve change order request on Contract 10, Docket 1356-F, for retaining walls north side Cold Storage Building.

Resolution No. 11093: Adopted June 14, 1939. Requesting P. W. A. to approve change order requests to Contract No. 3, City Hall Addition, Docket 1379-F, to connect switch box to control board of elevator.

Resolution No. 11094: Adopted June 14, 1939. Requesting P. W. A. to approve change order request, Contract No. 1, Docket 1356-F, for additional steel pile to prevent scour and additional concrete struts.

Resolution No. 11095: Adopted June 15, 1939. Awarding Contract No. 17, Filling Jersey Creek, P. W. A. Docket No. 1356-F, to Bushman Construction Company.

[fol. 2433] Resolution No. 11096: Adopted June 15, 1939. Requesting P. W. A. to approve change order request to Contract No. 2, P. W. A. Docket 1356-F, for test wall.

Resolution No. 11097: Adopted June 20, 1939. Approving J. A. Tobin Construction Company subcontractors of Week's Construction Company Contract No. 9, Docket 1356-F, excavation and back fill.

Resolution No. 11098: Adopted June 21, 1939. Requesting P. W. A. to approve change order, Contract No. 6, Docket 1356-F, to change specifications, Page 64, paragraph 16.

Resolution No. 11099: Adopted June 21, 1939. Requesting P. W. A. to approve change order, Contract No. 6, Docket 1356-F, omission of bumper on unloading and sales docks.

Resolution No. 11100: Adopted June 21, 1939. Requesting P. W. A. to approve change order, Contract No. 2, Docket 1356-F, for six wood door piles.

Resolution No. 11102: Adopted June 27, 1939. Requesting P. W. A. to approve change order, Contract 6, Docket 1356-F, due to piles off center.

Resolution No. 11103: Adopted June 27, 1939. Requesting P. W. A. to approve change order, Contract No. 6, Docket 1356-F, for omission of floor drains in first floor of produce building.

Resolution No. 11104: Adopted June 27, 1939. Requesting P. W. A. to approve change order, Contract No. 6, Docket 1356-F, for 8 inch cast iron sewer north end of [fol. 2434] building C.

Resolution No. 11106: Adopted June 29, 1939. Requesting P. W. A. to approve change order, Contract No. 3, Docket 1356-F, to omit unfinished portions of Items 4, 7, 15, 19, 20.

Resolution No. 11107: Adopted June 29, 1939. Requesting P. W. A. to approve change order, Contract No. 2, Docket 1356-F, to drive pile for transforming and scale pits.

Resolution No. 11108: Adopted July 1, 1939. Requesting P. W. A. to approve change order, Contract No. 1, P. W. A. Docket 1356-F, Food Terminal.

Resolution No. 11109: Adopted July 1, 1939. Awarding Contract No. 13, water mains and refrigeration lines, P. W. A. Docket 1356-F, to J. F. Pritchard Engineering Company.

Resolution No. 11110: Adopted July 5, 1939. Requesting P. W. A. to approve Contract change No. 47-6, Contract No. 6, Docket 1356-F, for 3 inch cork, five-eights inch plaster.

Resolution No. 11111: Adopted July 11, 1939. Awarding Contract No. 14, P. W. A. Docket 1356-F, underground wiring and flood lighting to W. T. Foley Electric Company, Plan B.

Resolution No. 11112: Adopted July 11, 1939. Approving subcontractor of Weeks Construction Company, Contract No. 9, P. W. A. Docket 1356-F.

Resolution No. 11113: Adopted July 11, 1939. Approving subcontractors of Interstate Construction Company, Contract No. 10, Docket 1356-F.

[fol. 2435] Resolution No. 11115: Adopted July 12, 1939. Requesting P. W. A. to approve change order, Contract 4, extension of time to August 25, 1939, Docket 1356-F.

Resolution No. 11116: Adopted July 14, 1939. Issuing work order to Bushman Construction Company, Contract No. 17, Jersey Creek fill, P. W. A. Docket 1356-F.

Resolution No. 11117: Adopted July 14, 1939. Issuing work order to J. F. Pritchard Company on Contract 13, for water mains and refrigeration lines, Docket 1356-F.

Resolution No. 11120: Adopted July 18, 1939. Requesting P. W. A. to approve change order request on Contract 6, Public Levee Food Terminal, P. W. A. Docket No. 1356-F, 26 concrete bases for flood lights.

Resolution No. 11121: Adopted July 18, 1939. Requesting P. W. A. to approve change order request on Contract 6, Public Levee Food Terminal, P. W. A. Docket 1356-F, eliminating overhead doors, etc.

Resolution No. 11122: Adopted July 18, 1939. Requesting P. W. A. to approve change order request on Contract 6, Public Levee Food Terminal, P. W. A. Docket No. 1356-F, with relation to roofing bond, omitting windows, and change stairs.

Resolution No. 11123: Adopted July 19, 1939. Issuing work order to W. F. Foley Electric Company, Contract 14, underground wiring and flood lights, Food Terminal, P. W. A. Docket 1356-F.

[fol. 2436] Resolution No. 11124: Adopted July 20, 1939. Authorizing Mayor to execute easements granted to Kaw Valley Drainage District and Fairfax District on Public Levee for flood protection.

Resolution No. 11125: Adopted July 20, 1939. Approving subcontractor of Foster Steel Erection Company under S. Patti Construction Company and Mississippi Valley Steel Company, Contract No. 6, Docket 1356-F.

Resolution No. 11128: Adopted July 25, 1939. Approving subcontractor of Weeks Construction Company, Contract No. 9, Public Levee Food Terminal, Docket 1356-F.

Resolution No. 11129: Adopted July 25, 1939. Requesting P. W. A. to approve change order request on Contract No. 6, P. W. A. Docket 1356-F, for additional floor drains in utility tunnels.

Resolution No. 11130: Adopted July 25, 1939. Requesting P. W. A. to approve change order request, Contract No. 6, P. W. A. Docket 1356-F, for two foundation supports for grain shipping gallery.

Resolution No. 11131: Adopted July 25, 1939. Approving subcontractors of Interstate Construction Company on Cold Storage Building, Contract No. 10, Docket 1356-F.

Resolution No. 11132: Adopted July 25, 1939. Accepting Contract No. 3, paving Minnesota Avenue extension, Food Terminal P. W. A. Docket 1356-F.

Resolution No. 11133: Adopted July 25, 1939. Accepting Contract No. 2, pile fou-dation, Public Levee Food Terminal, [fol. 2437] P. W. A. Docket 1356-F.

Resolution No. 11134: Adopted July 27, 1939. Requesting P. W. A. to approve Contract change on Contract 10, Docket 1356-F, to revise fou-dation for four compressors. (This rescinded by Resolution 11137.)

Resolution No. 11135: Adopted July 28, 1939. Requesting P. W. A. to approve change on Contract No. 6, Docket 1356-F, changing roofing 15 year bond eliminating windows and substitute stairs and rescinding 11122.

Resolution No. 11136: Adopted July 28, 1939. Amending Resolution 11126, awarding Contract No. 11, grading, tracks, and paving Public Levee Food Terminal, Docket 1356-F to J. A. Tobin.

Resolution No. 11137: Adopted August 1, 1939. Requesting P. W. A. to approve change order request Contract 10, Public Levee Food Terminal Docket 1356-F four compressor foundations and rescinding 11134.

Resolution No. 11138: Adopted August 2, 1939. Issuing work order to J. A. Tobin Construction Company, Contract No. 11, grading, tracks and paving, Docket 1356-F.

Resolution No. 11139: Adopted August 2, 1939. Requesting P. W. A. to approve change order request on Contract No. 1, Docket 1356-F for pouring in place sewer walls.

[fol. 2438] Resolution No. 11141: Adopted August 3, 1939. Fixing wage scale of $1.00 per hour for super-*m*uated carpenter P.W.A. Docket 1356-F.

Resolution No. 11144: Adopted August 10, 1939. Requesting P.W.A. to approve change request, Contract 6, Docket 1356-F, to decrease length of tunnel south end of building D.

Resolution No. 11145: Adopted August 10, 1939. Requesting P.W.A. to approve change request, Contract 6, Docket 1356-F, to place dovetail slot bolts in beams of Building C.

Resolution No. 11146: Adopted August 10, 1939. Requesting P.W.A. to approve change request, Docket 1356-F, Contract No. 6 to omit a pair of doors at each end of sales arcade, Building C.

Resolution No. 11147: Adopted August 10, 1939. Requesting P.W.A. to approve change request, Docket 1356-F, to fill by dredging track west of Minnesota and North of Jersey Creek.

Resolution No. 11149: Adopted August 15, 1939. Approving subcontract of Brown Brothers, Contract 11, P.W.A. Docket 1356-F.

Resolution No. 11150: Adopted August 15, 1939. Approving subcontract of Roberts Brothers, Contract No. 11, P.W.A. Docket 1356-F.

Resolution No. 11151: Adopted August 16, 1939. Requesting the P.W.A. to approve change order request, Contract 9, Docket 1356-F, for raising floor of scale pit, in-

[fol. 2439] stall gas piping, and expansion joints in roof. (This Resolution rescinded by 11156)

Resolution No. 11152: Adopted August 16, 1939. Requesting P.W.A. to approve change order request, Contract 6, Docket 1356-F, to construct wood loading dock north end of Building A.

Resolution No. 11153: Adopted August 16, 1939. Requesting P.W.A. to approve change order request, Contract No. 6, Docket 1356-F, to install air conditioning sec-

ond floor, Building D. (This Resolution rescinded by 11175.)

Resolution No. 11154: Adopted August 16, 1939. Approving Armstrong Cork Company, J. F. Pritchard Company and Darby Company as subcontractors of Frick Company on Contract 12, Docket 1356-F.

Resolution No. 11155: Adopted August 16, 1939. Approving plans and specifications for Merchants' Building Contract 20, Docket 1356-F.

Resolution No. 11156: Adopted August 22, 1939. Requesting P.W.A. to approve change order request, Contract 9, Docket 1356-F, for raising floor of scale pit, install gas piping and expansion joints in roof and rescinding Resolution 11151.

Resolution No. 11157: Adopted August 22, 1939. Accepting Contract No. 2 for plumbing and heating, City Hall Addition, P.W.A. Docket 1379-F, Interstant Plumbing and Heating Company, Contractors.

[fol. 2440] Resolution No. 11158: Adopted August 22, 1939. Requesting P.W.A. to approve change order to Contract No. 1, City Hall Addition, 1379-F for installing bronze plack.

Resolution No. 11159: Adopted August 22, 1939. Requesting P.W.A. to approve change order to Contract No. 3, City Hall Addition, P.W.A. Docket 1379-F, for installing exhaust fan in toilet room.

Resolution No. 11160: Adopted August 23, 1939. Requesting P.W.A. to approve change order to Contract No. 6, Public Levee Food Terminal, Docket 1356-F for larger doors for banana rooms.

Resolution No. 11162: Adopted August 24, 1939. Requesting P.W.A. to approve change order, Contract No. 14, Docket 1356-F, to install main lighting feeder to Farmers' market.

Resolution No. 11163: Adopted August 24, 1939. Requesting P.W.A. to approve change order, Contract No. 4, Docket 1356-F, for a 30 day extension of time.

Resolution No. 11164: Adopted August 24, 1939. Requesting P.W.A. to approve change order, Contract No. 11, Docket 1356-F, to install gas mains and laterals to Building-A, B, C, & D, Farmers' Market.

Resolution No. 11165: Adopted August 24, 1939. Requesting P.W.A. to approve change order Contract No. 4,

Docket 1356-F, to bring balice to grade and change slab from 8 inch to 6 inch.

[fol. 2441] Resolution No. 11166: Adopted August 26, 1939. Requesting P.W.A. to approve change order on Contract 6, Docket 1356-F, to install alternates 12 and 13 in relation to air conditioning.

Resolution No. 11167: Adopted August 26, 1939. Requesting P.W.A. to approve change order on Contract 6, Docket 1356-F, modifying alternates 12 and 13 in relation to air conditioning.

Resolution No. 11171: Adopted August 29, 1939. Requesting P.W.A. to approve change order Contract 6, Docket 1356-F, to revise banana rooms in store No. 102.

Resolution No. 11172: Adopted August 29, 1939. Requesting P.W.A. to approve change order, Contract 6, Docket 1356-F, to rearrange refrigeration rooms No. 138, 136 and 138.

Resolution No. 11173: Adopted August 29, 1939. Requesting P.W.A. to approve change order, Contract 6, Docket 1356-F, to omit one row of glass panes in overhead door and substitute wood therefor.

Resolution No. 11174: Adopted August 29, 1939. Requesting P.W.A. to approve a project for filling track north of Jersey Creek and east of Minnesota Avenue as a part of Docket 1356-F.

Resolution No. 11177: Adopted September 6, 1939. Approving plans and specifications for Contract 22, filling track north of Jersey Creek Public Levee, P.W.A. Docket 1356-F.

Resolution No. 11179: Adopted September 12, 1939. Requesting P.W.A. to approve change order request, Contract [fol. 2442] 6, Docket 1356-F, to change vertical lift store front to lighter weight structural shape on Buildings A, B, C, and D.

Resolution No. 11180: Adopted September 12, 1939. Requesting P.W.A. to approve change order request, Contract 6, Docket 1356-F, to omit pipe covers from all vertical runs of downspouts.

Resolution No. 11181: Adopted September 12, 1939. Approving Reisers Inc., as subcontractor of Weeks Construction Company on Contract No. 9, P.W.A. Docket 1356-F.

Resolution No. 11184: Adopted September 14, 1939. Requesting P.W.A. to approve change order request Contract No. 5, Docket 1356-F, for a 75 day extension of time.

Resolution No. 11186: Adopted September 20, 1939. Requesting P.W.A. to approve change order request on Contract 10, Docket 1356-F, for extra concrete in foundation slab for stair and elevator enclosures, and increase the gage of light in a triangle.

Resolution No. 11187: Adopted September 20, 1939. Requesting P.W.A. to approve change order on Contract 6, Docket 1356-F, to revise the refrigeration in store No. 100 and the sorting room in store 102.

Resolution No. 11188: Adopted September 22, 1939. Requesting P.W.A. to approve change order request on Contract 6, Docket 1356-F, to complete two additional toilet rooms on second floor of Unit D.

[fol. 2443] Resolution No. 11189: Adopted September 23, 1939. Awarding Contract No. 2 for City's utilities Public Levee Food Terminal, P.W.A. Docket 1356-F.

Resolution No. 11190: Adopted September 23, 1939. Awarding Contract No. 20 Merchants' Building, Public Levee Food Terminal, P.W.A. Docket 1356-F.

Resolution No. 11191: Adopted September 23, 1939. Authorizing the Mayor to submit bid to the Corp- of Army Engineers for space in produce office building, Public Levee.

Resolution No. 11194: Adopted September 27, 1939. Approving the Wyandotte Glass and Paint Company as subcontractor of the Weeks Construction Company, Contract No. 9, Docket 1356-F.

Resolution No. 11195: Adopted September 28, 1939. Requesting P.W.A. to approve change order request on Contract No. 6, Docket 1356-F to eliminate steel angle connecting tread of stairs.

Resolution No. 11196: Adopted October 4, 1939. Requesting the P.W.A. to approve change order request on Contract 6, Docket 1356-F, to remove mixing plant.

Resolution No. 11198: Adopted October 4, 1939. Requesting P.W.A. to approve change order request on Contract 6, Docket 1356-F, to place the scale pit floor drain in Buildings A and D.

Resolution No. 11199: Adopted October 4, 1939. Requesting P.W.A. to approve change order request on Con-[fol. 2444] tract 6, Docket 1356-F, to revise the banana and refrigeration room layouts.

Resolution No. 11200: Adopted October 4, 1939. Requesting P.W.A. to approve change order request on Contract No. 6, Docket 1356-F, to revise the partitions on second floor of Unit D.

Resolution No. 11201: Adopted October 4, 1939. Requesting P.W.A. to approve change order request on Contract No. 6, Docket 1356-F, deck revision in Stores No. 128 and 130 of Building A.

Resolution No. 11202: Adopted October 4, 1939. Accepting as completed Contract No. 4 by Brown Brothers, Docket 1356-F, on Public Levee.

Resolution No. 11203: Adopted October 4, 1939. Approving subcontract from Pritchard Company to Standard Asbestos Manufacturing and Insulation Company on Contract No. 13, Docket 1356-F.

Resolution No. 11204: Adopted October 4, 1939. Accepting Contract No. 4 of Brown Brothers, Docket 1356-F, Public Levee.

Resolution No. 11206: Adopted October 5, 1939. Requesting P.W.A. to approve change order request Contract No. 6, Docket 1356-F, to install complete supports for the river shipping gallery.

[fol. 2445] Resolution No. 11207: Adopted October 10, 1939. Leasing land from Kansas City Industrial Land Company for United States Army, renewing for one year.

Resolution No. 11208: Adopted October 10, 1933. Providing for a work order to the Stewart Sand and Material Company on Contract No. 22, P.W.A. 1356-F.

Resolution No. 11209: Adopted October 11, 1939. Requesting P.W.A. to approve change order of Contract 10, Docket 1356-F, for a substitution in lumber.

Resolution No. 11210: Adopted October 11, 1939. Requesting P.W.A. to approve change order on Contract No. 11, Docket 1356-F, providing for a substitution in concrete.

Resolution No. 11211: Adopted October 11, 1939. Requesting P.W.A. to approve change order, Contract No. 6, 1356-F, for toilet room in Unit D.

Resolution No. 11212: Adopted October 11, 1939. Requesting P.W.A. to approve change order, Contract 6, Docket 1356-F, change in basement floors. (This Resolution rescinded by 11266.)

Resolution No. 11214: Adopted October 17, 1939. Approving George C. Bolz Dredging Company and Stewart Sand and Material Company as subcontractors of Bushman Construction Company, Contract No. 11, Docket 1356-F.

Resolution No. 11215: Adopted October 18, 1939. Requesting P.W.A. to approve change order on Contract 11,

[fol. 2446] Docket 1356-F, with relation to asphalt curing and standard cement.

Resolution No. 11216: Adopted October 18, 1939. Requesting P.W.A. to approve change order on Contract No. 5, Docket 1356-F, for double row of piling to support sewer and water lines.

Resolution No. 11217: Adopted October 18, 1939. Requesting P.W.A. to approve change order on Contract No. 11, Docket 1356-F for temporary timber bent to support grain gallery.

Resolution No. 11218: Adopted October 18, 1939. Requesting P.W.A. to approve change order on Contract No. 6, Docket 1356-F, for painting concrete and brick.

Resolution No. 11219: Adopted October 18, 1939. Requesting P.W.A. to approve change order on Contract No. 6, Docket 1356-F, revising size and location of cast iron bumpers.

Resolution No. 11220: Adopted October 18, 1939. Requesting P.W.A. to approve change order on Contract No. 6, Docket 1356-F, credit of $125.81 on change order 80-6.

Resolution No. 11221: Adopted October 23, 1939. Approving plans and specifications for Contract No. 19, for grain gallery, Public Levee Food Terminal, P.W.A. Docket 1356-F.

Resolution No. 11222: Adopted October 23, 1939. Issuing work order to J. E. Dunn Construction Company, Contract No. 20, Public Levee, P.W.A. Docket 1356-F, work to begin October 24, 1939.

Resolution No. 11223: Adopted October 25, 1939. Requesting P.W.A. to approve change order request, Con- [fol. 2447] tract No. 10, Docket 1356-F, beacon light, telegraph wiring, connecting water, sewers, etc., (This Resolution rescinded by 11244.).

Resolution No. 11224: Adopted October 25, 1939. Requesting P.W.A. to approve change order, Contract No. 11, Docket 1356-F, for railroad tracks to cold storage building.

Resolution No. 11225: Adopted October 25, 1939. Requesting P.W.A. to approve change order request, Contract No. 4, Docket 1356-F to allow $6.94 error and add 75 cubic yards to change order 68-4-10.

Resolution No. 11226: Adopted October 25, 1939. Requesting P.W.A. to approve change order request, Con-

tract No. 6, Docket 1356-F, to change No. 2 stairs and provide for elevator in Building D.

Resolution No. 11227: Adopted October 25, 1939. Approving A. O. Jacobson, Squire Electric Company and the Bowen Construction Company as subcontractors of J. E. Dunn Construction Company, Contract 20, Docket 1356-F.

Resolution No. 11231: Adopted October 31, 1939. Requesting P.W.A. to approve change order, Contract No. 6, Docket 1356-F, to correct change order 103-6 to allow $26.32 instead of $16.32.

Resolution No. 11232: Adopted October 31, 1939. Requesting P.W.A. to approve change order, Contract No. 6, Docket 1356-F, to substitute 34 red top diamond metal steel lathe.

[fol. 2448] Resolution No. 11234: Adopted November 1, 1939. Requesting P. W. A. to approve change order request, Contract 20, Docket 1356-F, for a power conduit support, cut stone base, air conditioning, and sewer. (This Resolution rescinded by 11253.)

Resolution No. 11235: Adopted November 1, 1939. Approving plans and specifications for gravel wall wells, Cold Storage Building, Docket 1356-F.

Resolution No. 11239: Adopted November 2, 1939. Requesting P. W. A. to approve change order, Contract 6, Docket 1356-F, rearranging rooms 134, 136, 138.

Resolution No. 11241: Adopted November 7, 1939. Accepting elevator in room 106, Unit A, Food Terminal as a unit of Contract 6, Docket 1356-F, fully completed.

Resolution No. 11242: Adopted November 8, 1939. Requesting P. A. A. to approve change order request No. 107-6, Contract 6, Docket 1356-F, to revise offices in northwest part, second floor Building D.

Resolution No. 11243: Adopted November 8, 1939. Requesting P. W. A. to approve change order request Contract 6, Docket 1356-F, to revise first floor and basement store room 200, 202, Building D.

Resolution No. 11244: Adopted November 8, 1939. Requesting P. W. A. to approve change order request, Contract No. 10, Docket 1356-F, for beacon lights, telegraphic wiring, water condenser, connect water, sewers, downspouts, [fol. 2449] and rescinding Resolution No. 11223.

Resolution No. 11245: Adopted November 8, 1939. Approving subcontractors of J. E. Dunn Construction Company, Contract 20, Docket 1356-F.

Resolution No. 11246: Adopted November 8, 1939. Approving Subcontractors of J. E. Dunn Construction Company, Contract 20, Docket 1356-F.

Resolution No. 11250: Adopted November 9, 1939. Accepting water line in south half of Unit A as item of Contract 6, Docket 1356-F, fully completed.

Resolution No. 11252: Adopted November 14, 1939. Awarding Contract No. 19, alternations to grain gallery, P. W. A. Docket 1356-F, to J. A. Tobin Construction Company.

Resolution No. 11253: Adopted November 15, 1939. Requesting P. W. A. to approve change order, Contract 20, Docket 1356-F, for support for power conduit, cut stone base, air conditioning and sanitary sewer and rescinding Resolution 11234.

Resolution No. 11254: Adopted November 15, 1939. Requesting P. W. A. to approve change order request, Contract 5, Docket 1356-F, to revise lateral, storm and sanitary sewers. (This resolution rescinded by 11262.)

Resolution No. 11255: Adopted November 15, 1939. Requesting P. W. A. to approve change order request, Contract 6, Docket 1356-F, to relocate angle iron stair well frame to accommodate concrete slab.

[fol. 2450] Resolution No. 11256: Adopted November 22, 1939. Requesting P. W. A. to approve change order request, Contract No. 6, Docket 1356-F, to letter and paint signs.

Resolution No. 11257: Adopted November 22, 1939. Requesting P. W. A. to approve change order request, Contract 6, Docket 1356-F, to supplemental request 109-6 for revision of Stores 200, 202.

Resolution No. 11258: Adopted November 22, 1939. Requesting P. W. A. to approve Contract 6, Docket 1356-F, to supplemental request, No.

Resolution No. 11258 Cont'd.

107-6, revising northwest offices in Building D for the United States Army.

Resolution No. 11261: Adopted November 29, 1939. Request P. W. A. to approve change order, Contract 20, Docket 1356-F, changing footing north end Merchants' Building to pile footings.

Resolution No. 11262: Adopted November 29, 1939. Requesting P. W. A. to approve change order, Contract 5,

Docket 1356-F, to revise lateral, storm and sanitary sewer lines and rescinding 11254.

Resolution No. 11263: Adopted December 1, 1939. Issuing work order to J. A. Tobin Construction Company to begin work on Contract 19, altering the grain gallery, Docket 1356-F, work to begin on December 4, 1939.

[fol. 451] Resolution No. 11266: Adopted December 7, 1939. Requesting P. W. A. to approve change order request, Contract 6, Docket 1356-F, in regard to basement floor slabs and piers in Buildings A, B, C, and D, and repealing Resolutions 11212 and 11049.

Resolution No. 11267: Adopted December 12, 1939. Awarding Contract No. 21, gravel wall wells, Public Levee, Docket 1356-F, to United Iron Works Company.

Resolution No. 11268: Adopted December 13, 1939. Waiving claim for damages from Weeks Construction Company on Contract No. 9, Docket 1356-F.

Resolution No. 11269: Adopted December 13, 1939. Accepting Contract No. 9, Farmers' Market, Docket 1356-F, from the Weeks Construction Company as complete.

Resolution No. 11270: Adopted December 13, 1939. Requesting the P. W. A. to approve project change order request No. 2, Docket 1356-F.

Resolution No. 11271: Adopted December 13, 1939. Requesting P. W. A. to approve change order request Contract 10, Docket 1356-F, to substitute hot asphalt in place of cement skin between layers of cork and tile.

Resolution No. 11272: Adopted December 13, 1939. Requesting P. W. A. to approve change order request, Contract 13, Docket 1356-F, to 18 inch insulated bell spigot cast iron pipes to 8 inch flank cast iron pipe.

[fol. 2452] Resolution No. 11276: Adopted December 20, 1939. Requesting P. W. A. to approve change order, Contract 17, Docket 1356-F, providing for a deduction for not flooring fill in west end of Jersey Creek.

Resolution No. 11277: Adopted December 20, 1939. Requesting P. W. A. to approve change order, Contract No. 6, Docket 1356-F, for erecting and wrecking speakers stand dedicatory ceremonies.

Resolution No. 11279: Adopted December 21, 1939. Approving four subcontractors of J. E. Dunn Construction Company, Contract No. 20, Docket 1356-F.

Resolution No. 11280: Adopted December 27, 1939. Requesting P. W. A. to approve change order, Contract No. 10, Docket 1356-F, for changes in egg candeling room and kitchen.

Resolution No. 11281: Adopted January 2, 1940. Approving bonds of United Iron Works Company and issuing work order, Contract 21, P. W. A. Docket 1356-F, gravel wall wells.

Resolution No. 11282: Adopted January 2, 1940. Approving three subcontractors of A. O. Jacobson subcontractor on Contract 20, Docket 1356-F.

Resolution No. 11285: Adopted January 3, 1940. Requesting P. W. A. to approve change order, Contract No. 6, Docket 1356-F, to complete rooms 101, 102, 103, 104 and 105, Building C.

[fol. 2453] Resolution No. 11286: Adopted January 10, 1940. Requesting P. W. A. to approve change order, Contract 6, Docket 1356-F, to place ladder and truck dock.

Resolution No. 11287: Adopted January 10, 1940. Requesting P. W. A. to approve change order request, Contract 6, Docket 1356-F, for lettering additonal signs on store room Buildings A, B, and D.

Resolution No. 11288: Adopted January 10, 1940. Requesting P. W. A. to approve change order, Contract 13, Docket 1356-F, for additional pipe hangers, fittings, elbows, and pipe clamps, Building D.

Resolution No. 11289: Adopted January 10, 1940. Requesting P. W. A. to approve change order, Contract 12, Docket 1356-F, to change three motors, Building D, and change lockers in Polar Check Room.

Resolution No. 11290: Adopted January 10, 1940. Requesting P. W. A. to approve change order, Contract 6, Docket 1356-F, to change store room No. 130 as per drawing for room No. 100.

STATE OF KANSAS,
County of Wyandotte, ss:

I, Howard Payne, City Clerk of the City of Kansas City, Kansas, hereby certify that the above and foregoing is a list of Resolutions and Ordinances relating to the improve-

[fol. 2454] ment of the Public Levee of the City of Kansas City, Kansas, which were adopted or passed during the

period beginning (pen and ink notation) Sept. 22, 1936 and ending (pen and ink notation) Jan. 10, 1940, all as shown on the official records of the City kept in my office.

Dated this (pen and ink notation) 6 day of (pen and ink notation) February, 1940.

(pen and ink) (Signed) Howard Payne, City Clerk.
(Seal.)

[fol. 2455] K.C.K. Exhibit No. 192

Bernice Jackson

Mar. 5, 1940

On Motion by Commissioner Darby, second- by Commissioner Blake, it was ordered that Howard Payne, City Clerk, A. H. Skinner, City Attorney, and Truman B. Schlup, City Engineer, be appointed as a committee to investigate the leases for space in the Kansas City Food Terminal.

State of Kansas,
County of Wyandotte, ss:

I, the undersigned, Howard Payne, City Clerk of the City of Kansas City, Kansas, do hereby certify that the above is a full true and complete record of a motion made at the Regular Session of the Board of Commissioners of the City of Kansas City, Kansas on November 16, 1939, as recorded on Page 629 of Journal A-25.

In Testimony Whereon I have hereunto set my hand and affixed the seal of the City this (pen and ink figure) 7 day of February, 1940.

(Signed) Howard Payne, City Clerk. (Seal.)

[fol. 2456] K.C.K. Exhibit No. 193

Bernice Jackson

Mar. 5, 1940

Page 1

Copy

November 28, 1939.

Board of Commissioners of Kansas City, Kansas.

Building.

In re: Leases for wholesale units in Buildings A. B, C, and D, Public Levee, Kansas City Food Terminal

Gentlemen:

Under the provisions of section 13-1238, and section 13-1244 and intervening sections, G. S. Kans. 1935, the City is constructing on the Public Levee, the Kansas City Food Terminal. This project and the facilitieies constructed thereon makes the governmental body a landlord.

Section 13-1242 is the statute which fixes the limitation and provided the rule for the charges to be made for the use of and services to be rendered by such property and facilities. This section provides,

"Rates and charges so fixed shall be sufficient to pay all expenses of the City in connection therewith and cover the cost of operation and repairs, pay all interest charges upon all indebtedness * * * and provide a sinking fund sufficient to pay off such indebtedness at maturity." (The words to, on second line to indebtedness on third line, are underlined with pencil.) The City has provided, in the [fol. 2457] issuance of its revenue bonds, certain maturities which, under the provision of this statute, must be met at maturity, together with the interest thereon.

This section, 13-1242, takes into consideration the fact that there will be expenses in addition to the cost of operation and repairs. One of the expenses necessarily incident to such a project is the securing of tenants.

The natural, sensible thing to do in initiating a project of this kind, is to secure the full cooperation of local parties engaged in the line of business intended and planned to be carried on in the buildings and facilities constructed. It is self evident that in the initiation of a project of this

kind, the desirable tenants may have engagements and existing facilities that must be taken into consideration in order to secure the cooperation of such persons and the occupation by them of the new facilities.

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According to investigation and knowledge, it is the custom of the real estate business to take such situations into consideration, and to make such adjustments in the rental rate as will secure the tenants for the new structures.

As stated above, the City is the landlord, and in such capacity, has the power to do the same things to secure tenants as a private corporation, or an individual. The [fol. 2458] method proposed in general terms is, that the charge for rental in the new facility shall be so adjusted and so fixed as to absorb, without material loss to the tenant, a fair and reasonable cost of locating the tenant in the new facility for a definite period of time. The plan as proposed, provides that these costs shall be absorbed by applying thereon a reduction in a certain definite percentage of the established rental charge, toward the liquidation of these moving charges which includes the cost of existing leases and fixtures to be abandoned.

For the reason that the City has no power to acquire leases the leases which must be liquidated must of necessity, be handled by an adjustment of the leases for the new facilities. Of course, the tenant must yield up the power to sublease property for which he is now liable, the rental charge of which is absorbed in the lease rate fixed in any contract between the City and such tenant. It is my opinion also, that existing facilities the cost of which is also absorbed in the lease rate fixed for any particular tenant, become also the property of the City.

As further support for this opinion and ruling, we cite section 12-101 G. S. Kan. 1935, clause 4, which reads:

"Section 12-101. Each city shall be a body corporate and politic and shall have power * * * fourth, to make all contracts and do all other acts in relation to the property and [fol. 2459] concerns of the city necessary to the exercise of its corporate or administrative powers."

Respectfully submitted,

(S.) Alton H. Skinner, City Attorney.

[fol. 2460] K.C.K. Exhibit Number 194

Bernice Jackson

Mar. 5, 1940

Page 1

December 9, 1939.

Board of Commissioners of Kansas City, Kansas.

Building.

In re: Adjustment of expenses and fixing of rates for units in the Kansas City Food Terminal, and the authority of the governing body of the City with relation to the manner and means of instituting and initiating the occupancy of the facilities of the Kansas City Food Terminal.

Gentlemen:

The only question which has been really submitted to us is the question of authority vested in the Board of City Commissioners and the limitations upon the authority that is granted.

With relation to the statutory authority for the improvement of the Public Levee, all authority that has been granted is contained in chapter 43 of the Laws of Kansas for 1933, Special Session, as amended by chapter 135 laws of Kansas for 1937. Both the original and the amended [fol. 2461] statutes have been before the Supreme Court, and both the original and the amendments to the original statutes are found to be constitutional exercises of the legislative power. The particular sections of the statute bearing upon the question submitted are sections 13-1242 and 13-1243 G. S. 1935.

Statutes Involved

"13-1242. *Payment; rates and charges; sinking fund.* Provision shall be made by the governing body of such city for the payment of said bonds, by fixing rates and charges for the use of and the services to be rendered by such property and facilities, which rates and charges so fixed shall be sufficient to pay all expenses of the city

Page 2

in connection therewith and cover the cost of operation and repairs, pay all interest charges upon all indebtedness

created for the purpose of improving, constructing, reconstructing, repairing or improving of such public levee and the improvements and facilities thereon for which such revenue bonds were issued to so improve, construct, reconstruct or repair and to provide a sinking fund sufficient to pay off such indebtedness at maturity."

13-1243. *Contracts for construction of improvements.* [fol. 2462] The governing body of such city, is hereby empowered and authorized to enter into an agreement in writing with any person, firm or corporation to erect and construct on its public levee, improvements and facilities authorized and mentioned in this act and lease the same for a term of not to exceed ninety-nine years for such rental and upon such conditions as in the judgment of said governing body will be to the best interest of such city, provided the rent fixed by any such agreement and lease shall be sufficient to liquidate and pay all expenses of the city connected therewith and the principal and interest of all revenue bonds issued or to be issued to pay the full cost of such improvements and facilities so leased."

We have examined the above sections of the statute and many cases involving similar statutes, and also involving public markets.

The cases examined are uniform in the ruling that the fixing of rents for market stores is an administrative function.

The statutes involved contain the limitation that the rates fixed shall be sufficient to do these things:

1. Pay all expenses of the City in connection with the project, which includes the initiation of its operation, and,

[fol. 2463] 2. Provide funds sufficient to cover the cost of operation and repair, and

3. Pay interest upon all indebtedness incurred in construction and extensions, and

4. Provide a sinking fund to pay the indebtedness at its maturity.

The rates fixed, as a minimum, must provide funds sufficient to meet the above mandatory provisions.

The discretion of the governing body in the matter of expense and operation of the facility is broad. In section 13-1243 is the following language:

"The governing body of such city is hereby empowered and authorized to * * * lease the same for a period not to exceed ninety-nine years for such rental and upon such conditions as in the judgment of said governing body will be to the best interest of such city, provided the rent fixed by any such agreement and lease shall be sufficient to liquidate and pay all expenses of the city connected therewith and the principal and interest of all revenue bonds. * * *"

The limitations set forth in the statutes involved have been adjudicated and found to be sufficient to comply with the constitutional requirements.

[fol. 2464] Where matters are left to the discretion of a governing body determination and administration, the rule of law is

"That the decisions of a board or other tribunal upon which the legislature has conferred the exercise of non-judicial power, if made in good faith, are not open to judicial control or review."

The statutes have been thoroughly studied, cases and authorities involving, not only markets but publicly owned public utilities generally, have been studied and considered, and the undersigned give it as their opinion that in the matter of making contracts for the leasing of the facilities of the Food Terminal, the governing body of the City is vested with power and authority in exercise of their discretion and judgment, to lease the individual units and facilities upon such terms and conditions as will be to the best interest of the City, and that any adjustments made to fit the peculiarities incident to any individual lease, may be adjusted by the use of cash or credit on rental. Any cash that is used must come from the Public Levee Revenue Fund, and from no other source. The City has full authority to accept and give credits for, any rent offered for any of the facilities, whether offered in advance of the due date, or after default.

It must be kept in mind however, that the mandatory provisions as to the minimum rates to be charged as fixed in the statutes involved, must at all times be fully met.

[fols. 2465-2466] Respectfully submitted,

(Signed) Alton H. Skinner. William Drennan.

[fol. 2467] (Pencil notation) 62-B P 94

K. C. K. Exhibit No. 196

Bernice Jackson

Mar. 6, 1940

Page 1

(Letterhead) The City of Kansas City Kansas Incorporated 1886

City of Kansas City, Kansas,
December 23, 1939.

Board of Commissioners, Building.

In re: Second supplemental agreement between Kansas City, Kansas, and The City Ice & Fuel Company relating to advance payment of rentals on Cold Storage plant at the Kansas City Food Terminal.

Gentlemen:

On December 22, 1939, there was presented a revision of the ordinance previously introduced covering this agreement.

In the case of The State ex rel. Parker, Attorney General, v. The City, et al., the question of the validity of Resolution No. 11,275 was decided by the Supreme — to be a valid exercise of authority on the part of the Board of Commissioners with relation to the matter of adjustments of leases.

This revised ordinance as submitted provides that The City Ice & Fuel Company shall pay to the City $80,000 in [fol. 2468] advance rent for the period of time from January 1, 1941, and extending a period of five years. This sum is to be credited in 60 payments on the rent that would be due and accruing for the same period of time month by month.

This agreement as drawn and set forth in the revised ordinance eliminates and does not require the payment of any interest for said advance by the City of Kansas City, Kansas, nor does it provide for anything more than a return by credit on the rentals as they accrue from month to month during the five-year period beginning January 1, 1941.

Attached hereto is the original letter of Honorable Blake A. Williamson who has been associated with me by order

of the Board of Commissioners in the trial of the case and in working out the details incident to the adjustment of leases.

Respectfully submitted, Alton H. Skinner, City Attorney.

K. C. K. Exhibit No. 196—Page 2

State of Kansas,
County of Wyandotte, ss:

I, the undersigned, Howard Payne, City Clerk of the City of Kansas City, Kansas, do hereby certify that the foregoing is a true and correct copy of a letter addressed to the Board of Commissioners, Kansas City, Kansas, by the honorable Alton H. Skinner, City Attorney, of the City of [fol. 2469] Kansas City, Kansas, which letter was read to the Board of Commissioners at an adjourned regular session on December 23, 1939, and was considered and placed on file as is shown on page 698 of Journal A-25.

In Testimony Whereof, I have hereunto set my hand and affixed the official seal of the City, this (Pen and ink figure) 17 day of January, 1940.

(Signed) Howard Payne, City Clerk.

[fol. 2470] K. C. K. Exhibit No. 197

(Pencil notation) 62-B P 96

Bernice Jackson

Mar. 6, 1940

Page 1

Topeka, Kansas,
December 22, 1939.

Mayor & Commissioners, Kansas City, Kansas.

Gentlemen:

The revised ordinance introduced today providing for supplemental agreement between Kansas City, Kansas, and the City Ice & Fuel Company, relating to advance payment of rentals on cold storage plant at the Kansas City Food Terminal, having eleminated all provisions with reference to allowance of interest on account of such advance rental payments, is in my opinion valid, being within the authority

of per curiam decision of the Kansas Supreme Court in State ex rel. vs. City of Kansas City, Kansas, et al. I have not had an opportunity to compare this with former ordinance on the same subject but assume they are alike except as to interest, and have been assured by Mr. Alton Skinner and by Mr. T. M. Lillard that the two ordinances and the two agreements set out therein are alike except as to the interest provision.

Very truly yours, O. K. (Sgd.) Blake Williamson.

[fol. 2471] STATE OF KANSAS,
County of Wyandotte, ss:

I, the undersigned, Howard Payne, City Clerk of the City of Kansas City, Kansas, do hereby certify that the foregoing is a true and correct copy of a letter addressed to the Board of Commissioners, Kansas City, Kansas, by the honorable Blake A. Williamson, special attorney of the City of Kansas City, Kansas, which letter was read to the Board of Commissioner- at an adjourned regular session on December 23, 1939, and was considered and placed on file as is shown on page 698 of Journal A-25.

In Testimony Whereof, I have hereunto set my hand and affixed the official — of the City, this (Pen and ink figure) 17 day of January, 1940.

(Signed) Howard Payne, City Clerk.

[fol. 2472] K. C. & K. EXHIBIT No. 198

Bernice Jackson

Mar. 6, 1940

(Copy of card)

You are cordially invited to attend Public Opening of the Kansas City Food Terminal on the Public Levee Kansas City, Kansas Sunday, December third, nineteen-thirty-nine two-thirty p. m.

Respectfully yours, Don C. McCombs, Mayor. George T. Darby, Frances W. Blake, Commissioners.

Platform Ticket Enclosed. R. S. V. P.

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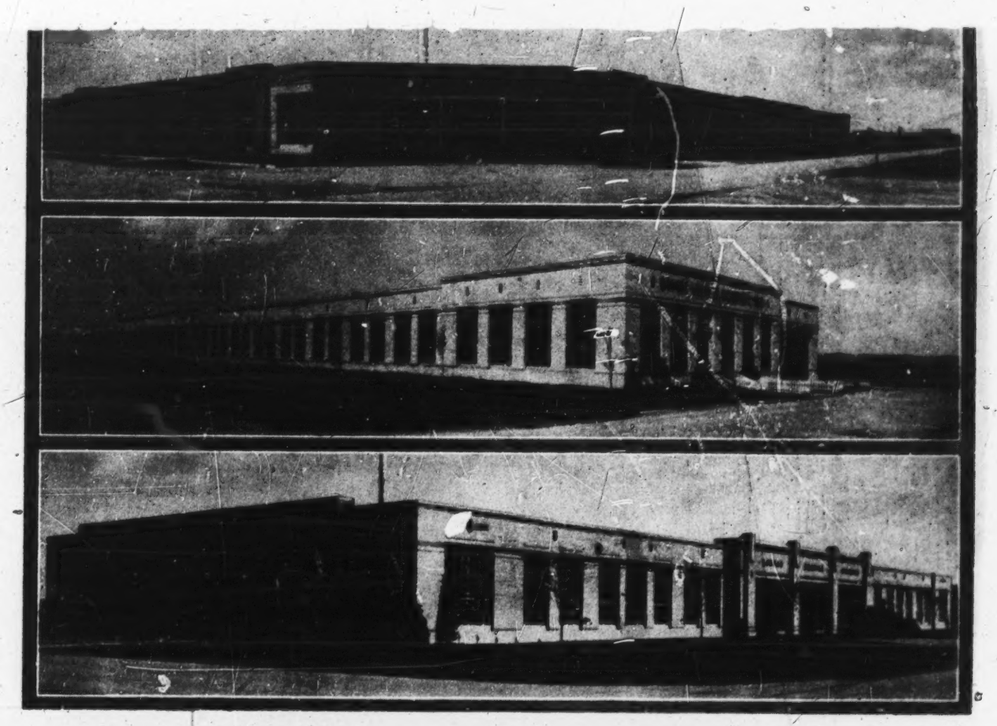
Aerial view of a section of the Fairfax Industrial District



Examples of efficient one story structures at Fairfax

The Fairfax Industrial District is by character and location well adapted for industry, warehouses and business requiring private trackage.

Kansas City serves a vast trade territory. Strategic location of plants and branches has proven its value in many lines. The Fairfax Industrial District is designed particularly to serve industry economically and satisfactorily. The map on the reverse side shows its advantageous location in relation to Kansas City.

Advantages of Fairfax Industrial District consist in its adaptability to the structural requirements of any size or type of industrial plant; proximity to water, fuel and power sources; ample supply of high quality labor; low tax rate; and the variety and unexcelled quality of transportation service by railroads, highways, inland waterways, pipe lines and airways.

All necessary utilities have been installed. The special requirements of industry can be met to effect utmost economies in operation.

INDUSTRIES LOCATED IN FAIRFAX INDUSTRIAL DISTRICT

BRIGHT BISCUIT COMPANY
CHRYSLER MOTOR PARTS CORP.
CONSOLIDATED PRODUCTS CO.
FAIRFAX BOAT YARD
FRUEHAUF TRAILER CO.
GILMAN GRANITE CO.
GREAT LAKES PIPE LINE CO.
KANSAS CITY BOX AND BASKET CO.
KANSAS SERVICE GROCERS
MARLEY COMPANY
MASSEY-HARRIS HARVESTER CO.
MILK PRODUCTS MARKETING CO.
MINNEAPOLIS-MOLINE IMPLEMENT CO.
PHILLIPS PETROLEUM CO.
PHILLIPS PIPE LINE CO.
QUINDARO WATER & LIGHT PLANT
REARWIN AIRPLANES, INC.
RIVER-RAIL ELEVATOR
SEALRIGHT COMPANY
SIMMONS COMPANY
SMALL HAY & GRAIN CO.
SOCONY-VACUUM OIL CO.
TOBIN ASPHALT CO.
WYANDOTTE TRANSFER & STORAGE CO.

KANSAS CITY—FOOD TERMINAL

PLAINTIFFS' EXHIBIT NO. 203

[fols. 2482-2483] PLAINTIFF'S EXHIBIT No. 203

3002A

FAIRFAX INDUSTRIAL DISTRICT

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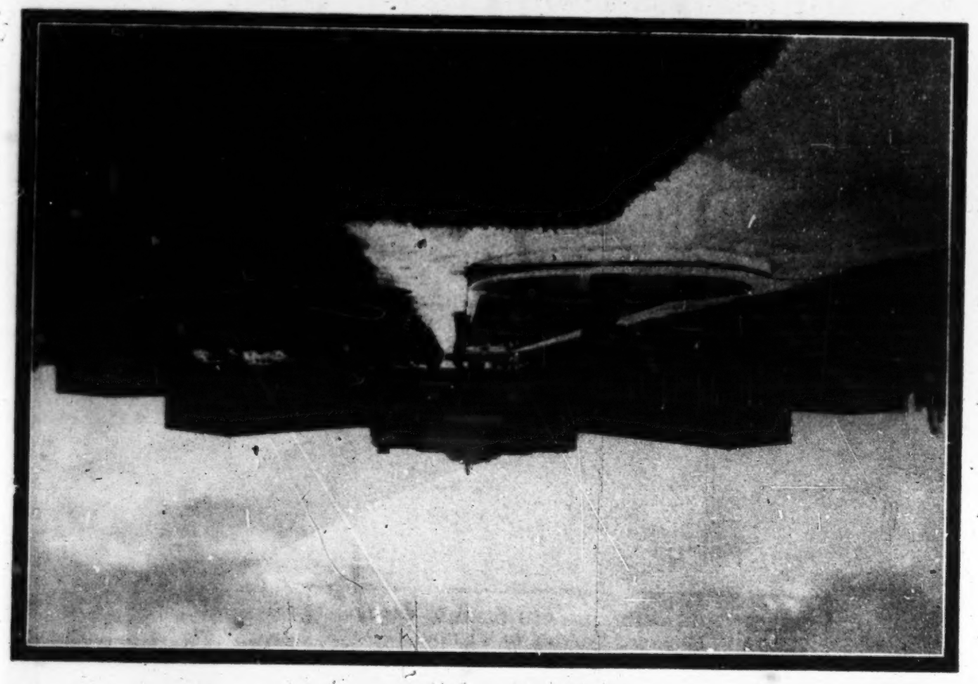

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CONNECTING RAILROADS

PAVED STREETS IN FAIRFAX DISTRICT

PRINCIPAL STREETS TO FAIRFAX DISTRICT

N

PLATTE COUNTY

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RIVERSIDE RACE TRACK

PLATTE COUNTY

CLAY COUNTY

FAIRFAX AIRPORT

GREAT LAKES PIPE LINE CO.

PHILLIPS PETROLEUM CO.

CLAY COUNTY

MUNICIPAL AIRPORT

QUINDARO PARK

CITY LIMITS

MEMORIAL PARK CEMETERY

FAIRFAX HILLS GOLF COURSE

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STOCK YARDS CO.

WYANDOTTE COUNTY KANSAS MISSOURI JACKSON CO.

RETAIL SECTION

FAIRFAX INDUSTRIAL DISTRICT AND UNION PACIFIC FACILITIES

GREATER KANSAS CITY

SCALE

1000' 500' 0' 1000' 2000'

BLANK PAGE

[fols. 2473-2481] K. C. K. Exhibit No. 199

Bernice Jackson

Mar. 6, 1940

(Copy of ticket)

Platform Ticket. Public Opening Kansas City Food Terminal Kansas City, Kansas Sunday December 3, 2:30 p. m.

(Here follows 1 map, folios 2482-2483)

[fol. 2484] Plaintiff's Exhibit No. 204—Page 1

Bernice Jackson

Mar. 7, 1940

July 12, 1938.

Mr. W. P. Waggener, General Solicitor, Kansas. Mr. Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Atchison, Kansas. Mr. J. L. Haugh, Vice President, Union Pacific Railroad Company, Omaha, Nebraska.

Gentlemen:

The City of Kansas City, Kansas, has made plans for the development of the Public Levee at Kansas City, particularly that part east of Minnesota Avenue Extension. I enclose herewith a form of supplemental agreement as between the Trustee of the Missouri Pacific Railroad Company, the Union Pacific Railroad Company and the City of Kansas City, Kansas, which it is believed will be the ultimate plans necessary for the drill tracks to be constructed, as covered by the original contract.

Identical copies of the Supplemental Agreement are being sent to each of the Railroad Companies.

Very truly yours, (signed in ink) Alton H. Skinner, City Attorney.

AHS-d.

[fol. 2485] PLAINTIFF'S EXHIBIT No. 205

Bernice Jackson

March 7, 1940

Page 1

(Letterhead) 7362 11-33 5M

(Missouri Pacific Lines) (Insignia)

(Stamped) C. W. Baldwin and Guy A. Thompson, Trustee
Missouri Pacific Railroad Company (stamped), Debtor

Law Department

Atchison, Kansas, July 30, 1938.

File 6917

Mr. Don C. McCombs, Mayor, Kansas City, Kansas.

DEAR MR. MCCOMBS:

On July 12th City Attorney, Mr. Alton H. Skinner, addressed a letter to the General Attorney of Missouri Pacific Railroad Company, Mr. W. P. Waggener and Vice-President of Union Pacific Railroad Company, Mr. J. L. Haugh, stating the desire of the City of Kansas City, Kansas to amend the Contract of April 15, 1937 between the City of Kansas City, Kansas, Missouri Pacific and Union Pacific. This letter was accompanied by a draft of Supplemental Agreement.

The proposed Supplemental Agreement provides for the relocation of the drill tracks described in the Contract of April 15, 1937. It also provides that the City may require [fol. 2486] an additional change in the location of the drill tracks without the consent or approval of the other parties to the Contract of April 15, 1937.

The proposed Supplemental Agreement states that the City has made plans for the development of that portion of the levee east of Minnesota Avenue and south of Jersey Creek. It is thus indicated that the City proposes a different development of this property than that which was anticipated by the Contract of April 15, 1937. No official notice of the intention of the City to change the plans for the development of the levee property as expressed in the Contract of April 15, 1937 has been received by Missouri

Pacific, excepting only the letter and draft of proposed Supplemental Agreement which were received from the City Attorney.

If the present plans for the development of this property will, if consummated, seriously affect rights of Missouri Pacific under the Contract of April 15, 1937, as now appears, Missouri Pacific is reasonably entitled to full and complete information regarding the plans of the City as referred to in the proposed Supplemental Agreement.

I, therefore, request of you a description of the

Mr. Don C. McCombs—Page #2

substitute plan for industrial development of the levee property and plans and specifications of structures and [fol. 2487] other improvements. Please also advise how the City proposes to protect rights of Missouri Pacific under the Contract of April 15, 1937.

Yours very truly, (signed in ink) B. P. Waggener, General Attorney.

BPW-M.

cc Mr. Alton H. Skinner, (pen and ink check mark) City Attorney, Kansas City, Ks. Mr. George T. Darby, City Commissioner, Kansas City, Ks. Mr. Henry F. Schaible, City Attorney, Kansas City, Ks.

[fol. 2488] PLAINTIFF'S EXHIBIT No. 206

Bernice Jackson

Mar. 7, 1940

Page 1

August 6, 1938.

Honorable Bailey P. Waggener, General Solicitor for Kansas. Guy A. Thompson, Trustee for the Missouri Pacific Railroad Company, Debtor, Atchison, Kansas.

DEAR MR. WAGGENER:

Under date of July 12, I transmitted to you, and to the Union Pacific Railroad Company, a form of supplemental agreement as between the Trustee for the Missouri Pacific

Railroad Company, the Union Pacific Railroad Company, and the City of Kansas City, Kansas, which it is believed will be the ultimate plans necessary for the drill tracks to be constructed as covered by the original contract.

Under date of July 13, 1938, your father, Mr. W. P. Waggener, advised that he was sending the contract forward to Mr. H. L. Traber, General Executive Agent, Kansas City, Missouri, "who has this matter in charge."

Your father suggested that Mr. Traber would take the matter up with Mr. J. L. Haugh, Vice President of the Union Pacific Railroad Company, "to the end that we may reach an agreement relative to the interchange of cars at or in the vicinity of Jersey Creek."

This plan is, as you know, in line with the plans of the City to establish in the Kansas City area, terminal facilities [fol. 2489] and a wholesale market for the handling of perishable food products, fruits and vegetables and allied lines.

It is my understanding that Mr. Traber and Mr. Haugh had a short conversation, or at least, Mr. Haugh on one of his trips to Kansas City, was in Mr. Traber's office.

The Missouri Pacific is one of the roads that originate and carry to and through Kansas City, products of this nature, and it will be necessary that there be worked out "among the railroads" proper inter-change facilities, if existing interchange facilities are not sufficient.

Page 2

This freight must be handled expeditiously, without loss of time, and in accord with the demands of the marketing facilities intended to be supplied. I want it understood that the City had in mind, and intends to establish this facility in the interest of the agricultural industry involved, and the rail facilities particularly that handle this product, and is in a position to establish the facility at far less cost than would be possible for such an industry to be established by the railroads themselves.

We have been advised that your father, W. P. Waggener, and yourself appeared before the P.W.A. at Washington, and made some sort of protest against the City's efforts to establish this terminal.

[fol. 2490] To say the least, we were surprised at your own and your father's action. Kansas City, Kansas, is one of the big customers of the Missouri Pacific Railroad, and

with regard to its Water and Light Plant particularly, your road has rendered satisfactory service, so far as I know.

Your road occupies more of the public grounds and streets of Kansas City, Kansas, without paying any compensation therefor, than all of the other railroads in Kansas City, Kansas, combined, and your appearance in opposition to this project, is unexplainable.

I will be interested in receiving answers to the following questions:

1. Was your appearance at Washington voluntary, or under instructions from your superior officers?

2. What was your protest, or grounds for the same?

3. Can you furnish us a copy of the protest filed, if any was filed; and in the event no written protest was filed, what verbal argument was made to serve as a protest at the hearing?

The City is a public body and acts by ordinance, and all of its acts with regard to this matter have been, and must continue to be, made public.

Page 3

Your road is a public utility with which we are seeking to contract with regard to public matters, and we feel that [fol. 2491] your objections should be made known to us for our consideration to the end, first, that we may have the benefit of considering your objections as they may contain ideas of value to the project; and, second, that there may be no misunderstanding between the City and your road.

Very truly yours, Alton H. Skinner, City Attorney.
AHS-d.

[fol. 2492] PLAINTIFF'S EXHIBIT No. 207

Bernice Jackson

March 7, 1940

Page 1

Copy

Guy A. Thompson

Trustee, Missouri Pacific Railroad Co., Debtor

Law Department

Atchison, Kansas, August 9, 1938.

File 6917.

Mr. Alton H. Skinner, City Attorney, Kansas City, Kansas.

DEAR MR. SKINNER:

I wish to acknowledge receipt of your letter of August 6th, in which you refer to W. P. Waggener's letter of July 13th.

On July 30th I wrote to the Mayor of Kansas City, Kansas, for plans and specifications for the industrial development of the levee property, a copy of which letter I forwarded to you, but I have received no reply to that letter.

I note from the fourth paragraph of your letter you infer that we know all the plans of the City with respect to the Food Terminal and in the next to the last paragraph of your letter you imply that the plans of the City are fully disclosed in the ordinances which have been enacted and published and then you ask in the last paragraph for our objections to the project. The facts are that the ordinances do not disclose the information we seek and we have [fol. 2493] no official advice regarding the plans of the City for the improvement of the levee property. It is not possible for the Missouri Pacific to state its position with respect to the proposed Supplemental Agreement without an official statement of the City in response to my letter of July 30th.

With regard to the Washington trip, to which you refer in your letter, I am afraid that you have been misinformed, as neither W. P. Waggener, nor the writer, made any ap-

pearance in opposition or in any way opposed the project of the Food Terminal and I am sorry that you have been so misinformed.

Yours truly, (Signed) B. P. Waggener, General Attorney.

BPW-M.

cc—Mr. Don C. McCombs, Mayor.
cc—Mr. Geo. T. Darby, Commissioner.
cc—Mr. Henry W. Schaible, Commissioner, Kansas City, Kansas.

[fol. 2494] PLAINTIFF'S EXHIBIT No. 208

Page 1

Bernice Jackson

Mar. 7, 1940

December 10, 1938.

Union Pacific Railroad Company, Omaha, Nebraska. Guy E. Thompson, Trustee in Bankruptcy, Missouri Pacific Railroad Company, Missouri Pacific Building, St. Louis, Missouri.

In re: Development of the Public Levee of Kansas City, Kansas, and concerning the installation of drill tracks on the east side of Minnesota Avenue Trafficway and south of Jersey Creek.

GENTLEMEN:

The City of Kansas City, Kansas, has determined upon the plan of development of this particular area for the construction thereon of the Kansas City Food Terminal.

In the Kansas City News of yesterday, the Highway Commission of Kansas, advertised for bids for the construction of a viaduct on Minnesota Avenue Trafficway over the railroad tracks, beginning at Second Street, and extending east. Bids are to be taken on December 27th.

It is immediately necessary that railroad facilities be installed as provided for in the contract heretofore entered into between the City and the two railroads, to which this letter is addressed.

During the period of construction, in my opinion, it will be necessary that material be brought in for all construc-
[fol. 2495] tion by rail, in view of the Trafficway being in course of reconstruction and the viaduct being built.

The Board of Commissioners have adopted the enclosed Resolution. I am not including with the Resolution, copy of the supplemental agreement, as copies of such supplemental agreement are already in your respective possessions.

I trust you will give this matter your immediate attention; even a day's delay is costly.

Very truly yours, (Signed in ink) Alton H. Skinner,
City Attorney.

AHS-d.

[fol. 2496] PLAINTIFF'S EXHIBIT No. 209

Bernice Jackson

March 7, 1940

Page 1

Union Pacific Railroad Company

Omaha, Nebraska,
December 21, 1938.

(Letterhead) J. L. Haugh, Vice President.

Mr. Alton H. Skinner, City Attorney, City Hall, Kansas City, Kansas.

Dear Mr. Skinner:

This will acknowledge receipt of your letter of December 10, enclosing resolution of the Board of City Commissioners, directing the immediate installation of drill tracks on the Public Levee on the east side of Minnesota Avenue Trafficway and south of Jersey Creek, in accordance with the revised plan, dated February 15, 1938.

The Union Pacific will execute the supplemental agreement and will proceed with construction of the trackage covered thereby.

If the Missouri Pacific is to participate in the handling of the transportation of construction materials which re-

quires the use of all the trackage included in the supplemental agreement, then it should promptly join in the execu-
[fol. 2497] tion of the supplemental agreement.

Yours very truly, (Signed in ink) J. L. Haugh.

cc—Mr. Guy E. Thompson, Trustee in Bankruptcy, Missouri Pacific R. R. Co., Missouri Pacific Building, St. Louis, Missouri.

PLAINTIFF'S EXHIBIT NO. 209

(Letterhead)

Union Pacific Railroad Company

Omaha, Nebraska

December 21, 1938.

J. L. Haugh, Vice President.

Mr. Guy E. Thompson, Trustee in Bankruptcy, Missouri Pacific R. R. Co., Missouri Pacific Building, St. Louis, Missouri.

Dear Mr. Thompson:

Please refer to copy of Resolution No. 10970 by the Board of Commissioners of the City of Kansas City, Kansas, adopted December 8 and transmitted with Mr. Alton H. Skinner's joint letter of December 10.

Since the City has completed filling the levee property as contemplated in the agreement of April 15, 1937, there appears to be no basis on which we can refuse to construct trackage shown on the revised plat of Feb. 15, 1938, which [fol. 2498] is included within the agreement of Apr. 15, 1937. Copy of my letter of today to Mr. Skinner is enclosed, advising him that we will execute the revised agreement and build the tracks.

The City is faced with the necessity for trackage to handle the large volume of construction material required in connection with the construction of Minnesota Avenue Viaduct, channel improvements by the War Department of the United States, and the building of the City's Food Terminal Project.

In order that your company may be in a position to participate in the movement of the very large volume of this traffic, handling of which will require all of the trackage covered by the supplemental agreement of Feb. 15, 1938, it is important that the supplemental agreement be executed by Missouri Pacific at once and returned to Mr. Skinner.

The matter of interchange of cars for the Food Terminal team tracks, which was the subject of conference with your officers on Monday, Dec. 19, at Kansas City, is being given consideration. This, however, does not affect the handling of construction materials, and cannot be effective until the Food Terminal is completed.

In view of the immediate, pressing requirements we should not be in a position of embarrassing the City by [fol. 2499] further delay.

Yours very truly, (Stamped) Original signed by J. L. Haugh.

(pencil check mark)

cc—Mr. Alton H. Skinner, City Attorney, City Hall, Kansas City, Kansas.

[fol. 2500] PLAINTIFF'S EXHIBIT No. 210

Page 1

Bernice Jackson

Mar. 7, 1940

Union Pacific Railroad Company,

Omaha, Nebraska

J. L. Haugh, Vice President.

January 31, 1939.

Mr. L. W. Baldwin, Chief Executive Officer, Missouri Pacific Railroad Co., St. Louis, Missouri.

Dear Mr. Baldwin:

Your letter Dec. 28, 1938, regarding proposed supplement to agreement of Apr. 15, 1937, covering joint Missouri Pacific-Union Pacific trackage to serve a portion of the Public Levee at Kansas City, Kansas:

We have given very careful consideration to the proposal in your letter as to interchange of cars with your company on the Food Terminal tracks at Kansas City, Kansas. Section 9 of the agreement between the City of Kansas City and the Union Pacific covering the construction and operation of these team tracks provides:

"It is understood that said perishable team track yard shall be open to cars of all railroads entering greater Kansas City and in furtherance of this purpose the Union Pacific [fol. 2501] agrees that, during the term hereof, it will switch with expedition and without discrimination, at rates provided in lawfully published tariffs, all cars destined to or originating on trackage herein provided for for serving the Food Terminal regardless of the railroad over which such cars arrive within or are destined to depart from the switching district of greater Kansas City."

Page 2

This provision was approved by the Public Works Administration as a compliance with a condition imposed in its offer of a grant for the project, the language of which is as follows:

"The facilities of the Project shall be made available to all railroads entering Kansas City, Kansas, upon fair and reasonable terms and without discrimination."

It is the opinion of our law department that under these provisions neither the City of Kansas City, Kansas, nor the Union Pacific is in a position to contract for access to the team tracks by one railroad upon terms more favorable than are applicable to other railroads reaching Kansas City, Kansas.

It is their view that these provisions can properly be [fol. 2502] construed as prohibiting discrimination and not merely "undue discrimination" with respect to which a difference in the cost of service might be material.

I may add that we have not been able to establish that a substantial saving to this company would result from the establishment of the suggested place of interchange, in view of the fact that it would of necessity be limited to perishables. We have no objection to the form suggested by Mr. Waggener in his letter to Mr. Skinner of December 23, 1938, for a new Section 3 of the supplement.

We are also agreeable, in view of the fact that permanent plans as to the location of the drill tracks are

Page 3

are provided by the supplemental agreement, that the last two paragraphs of Section 1 of the supplemental agreement be eliminated.

I regret our inability to accede to your wishes with respect to interchange, but I feel sure you will appreciate, in the light of the City's obligation and that of the Union Pacific, that provisions for a preferential basis of interchange such as you suggest could not possibly be made a part of the supplemental agreement.

Yours very truly, (Stamped) Original Signed by J. L. Haugh.

cc—Mr. A. H. Skinner (pencil check), City Attorney, City of Kansas City, Kansas.

[fol. 2503] PLAINTIFF'S EXHIBIT No. 211

Bernice Jackson

March 7, 1940

(Letterhead) Missouri Pacific Lines

L. W. Baldwin.

Saint Louis, February 16, 1939.

(Following marked (three lines) through in ink lines)

Mr. J. L. Haugh, Vice Pres., Union Pacific Railroad Co., Omaha, Nebraska.

Mr. Alton H. Skinner, City Atty. (pen and ink check mark), City of Kansas City, Kansas City, Kansas.

Gentlemen:

Referring to Mr. Haugh's letter to the undersigned of date January 31, 1939, copy to Mr. Skinner, reference proposed supplement to tri-party agreement of April 15, 1937, between Missouri Pacific, Union Pacific and the City of Kansas City, Kansas:

The delivery of Missouri Pacific's cars in the UP's Food Terminal Yard, adjacent to the Food Terminal Team Tracks, would expedite the handling of this business and should add much to the success of the Food Terminal Project. Since the Attorneys of the carriers are not in agreement as to interpretation of Section 9 of the agreement between the Union Pacific and the City, which Mr. Haugh states was approved by the Public Works Administration as a compliance with a condition imposed in its offer of a [fol. 2504] grant for the Project, it is my suggestion that conference be had by representatives of all three parties with P. W. A. officials at Washington, D. C., just as soon as it can be arranged convenient to all concerned, with view of determining whether Missouri Pacific's business for the Food Terminal can be interchanged in the UP's Food Terminal Yard without invalidating the P. W. A. grant for the Project.

Would much appreciate you joining in such a conference. If you are agreeable, please advise if you will arrange to attend such a conference at the convenience of the P. W. A.

Very truly yours, (Signed in ink) L. W. Baldwin.

(Following three lines marked through with ink lines).

cc—Hon. Don C. McCombs, Mayor,
City of Kansas City,
Kansas City, Kansas.

[fol. 2505] PLAINTIFF'S EXHIBIT No. 212

Page 1

Bernice Jackson

Mar. 7, 1940

February 20, 1939.

Mr. L. W. Baldwin, % Missouri Pacific Lines, Missouri Pacific Building, St. Louis, Missouri.

Mr. J. L. Haugh, Vice President, Union Pacific Railroad Company, Union Pacific Building, Omaha, Nebraska.

Gentlemen:

This acknowledges receipt of the letter of Mr. Baldwin dated February 16, 1939, the first paragraph reading as follows:

"Referring to Mr. Haugh's letter to the undersigned of date January 31, 1939, copy to Mr. Skinner, reference proposed supplement to tri-party agreement of April 15, 1937, between Missouri Pacific, Union Pacific and the City of Kansas City, Kansas."

It has always been my suggestion that railroads should be able to work out operation problems. I have had some conversation with Mr. Traber concerning this same matter, and he has suggested that the difficulty was the desire of Missouri Pacific to make an interchange at some point directly in the team tracks constructed, or to be constructed on ground leased from the City by the Union Pacific on the north side of Jersey Creek.

[fol. 2506] This letter of Mr. Baldwin's is written with relation to the drill tracks covering the agreement in the territory south of Jersey Creek.

Jersey Creek is being enclosed by a sewer construction. At points where the industry tracks belonging to the City serving the Wholesale Buildings connect directly with the team tracks, special construction is necessary to withstand the burden of railroad loading.

Page 2

You are further advised that the entrance to the team tracks from the west is across Minnesota Avenue Trafficway, and that in all of the discussions and planning with relation to the same, the City's plan has been to have a contract at that place that will keep to the minimum the train movements across the Minnesota Avenue Trafficway, and at the same time give adequate service to the Kansas City Food Terminal.

I feel that a plain statement of this situation should be made, so that you will understand how I personally view this situation.

Very truly yours, Alton H. Skinner, City Attorney.

AHS-d.

[fol. 2507] PLAINTIFF'S EXHIBIT No. 213

Bernice Jackson

March 7, 1940

Page 1

March 7, 1939.

Mr. L. W. Baldwin, Missouri Pacific Lines, Missouri Pacific Building, St. Louis, Missouri.

Dear Sir:

This acknowledges receipt of your letter of March 6, 1939, addressed to Mr. J. L. Haugh, Vice President, Union Pacific Railroad Company, with carbon copy sent to myself.

The supplemental tri-party agreement relates to the trackage on the east side of Minnesota Avenue Trafficway, and south of Jersey Creek, and referring to my letter of February 20, 1939, I called attention to that fact.

Since the Missouri Pacific, as well as the Union Pacific, upon compliance with the terms of the original agreement, has access to and rights upon the tracks as constructed, I fail to see any necessity for a conference in Washington concerning that matter.

In going over my files I find a copy of a letter addressed to you by Mr. Haugh, of the Union Pacific, dated January 31, 1939, referring to "your letter December 28, 1938, regarding proposed supplement to agreement of April 15, 1937, covering joint Missouri Pacific—Union Pacific track-[fol. 2508] age to serve a portion of the Public Levee at Kansas City, Kansas."

Comparing Mr. Haugh's letter of January 31, 1939, with your letter of December 28, 1938, it is clearly apparent that the Law Departments of the respective railroads are not in accord.

The City has been the moving party in endeavoring to procure, and procuring, such facilities for all of the railroads coming into Kansas City, Kansas, as would improve the service and reduce the hazard of conducting their interstate commerce business, and the Missouri Pacific will receive the benefit of two grade separations over its tracks as the result of the City's efforts.

In your letter of December 28, to Mr. Haugh, carbon copy to me, you suggest a rate of "$6.60 per car unloaded at the Terminal, and $3.30 in-bound, and $3.30 out-bound for all cars reconsigned at such terminal. I ask this question: If that rate be established for the Missouri Pacific, is that rate in dollars and cents, less than the rate, or tariff, that has been filed by the Union Pacific for similar service to other roads?

—2—

I suggest also, that under the law, the City has constructed, and is further improving, a main arterial trafficway through this Levee property. On that Trafficway at Second Street and Minnesota Avenue Trafficway, over your [fol. 2509] tracks, C. G. W. connection and the Union Pacific tracks, is now being constructed a grade separation viaduct, out of Federal funds. One of the conditions upon which that viaduct was procured to be built was that grade crossings should be absolutely eliminated at that point.

A temporary crossing is being installed at State Avenue, one block north, to be used in connection with the construction only, of the Food Terminal, with the understanding and agreement that upon the completion of the viaduct, the general entrance to the Food Terminal over the temporary road will be eliminated completely.

Good faith with the Federal government, in my opinion, demands that the Minnesota Avenue Trafficway should not have grade crossings installed a few blocks north, which would restrict the use of the Trafficway without adding compensatory improved service to the Food Terminal, and for that reason you are advised that, in my opinion, such arrangements as the interchange of freight must be made between the Union Pacific with other roads as will insure two things:

Adequate service to the Food Terminal; and Minimum interference with the use of the Minnesota Avenue Trafficway.

As the tracks covered by the supplemental agreement proposed to be made to the agreement of April 15, 1937, does not cross Minnesota Avenue Trafficway; does not in- [fol. 2510] volve the matter of interchange, and provided agreements are kept between the railroads, gives both railroads identical rights upon the same, I can see no connection

between the proposed supplemental agreement and the interchange matter.

Very truly yours, Alton H. Skinner, City Attorney.

AHS—d.

[fol. 2511] K.C.K. Exhibit No. 214-a

Bernice Jackson

Mar. 7, 1940

Page 1

Horner and Wyatt

Consulting Engineers

470 Board of Trade Bldg.

Kansas City, Mo.

O. H. Horner
Assoc. M. AM. Society C.E.

Telephone
Victor 3719

June 23, 1936.

In Re: Wharf and Dock Improvements, City of Kansas City, Kansas. PWA Docket #4820

Hon. Mayor and City Commissioners, Kansas City, Kansas.

Gentlemen:

We have found it advisable to make a change in the location of the grain drier building with respect to the workhouse building on the above project. The plans for excavation and for foundation piling on which the contract with the Morrison-Glasscock-Connor Co. is based show the drier building separated a distance of fifteen feet from the workhouse building. This has been a customary arrangement for grain drier buildings for many years, but during the past year we have made a rearrangement of the drier building on a similar job, bringing the drier building adjacent to the workhouse building. The writer has personally gone over this matter with the Kansas Inspection Bureau at Topeka and have their assurance that the arrangement is not only approved but recommended. We are recommending the change for two reasons: First, the drier build-

ing will be more accessible and as a consequence will re-
[fol. 2512] ceive better attention from the workmen. It will be swept and cleaned more often on account of its accessibility, and the probability of a fire or dust explosion will be thereby reduced. Second, the proposed change will considerably reduce the building construction cost of the drier building and adjacent structures.

We are attaching hereto letter from Morrison-Glasscock-Connor Co. containing their estimate of the change in cost of the excavation and foundation piling contract by reason of this change. Note that there will be no additional cost or increase or decrease of time required to complete the project on account of this change order.

The piling in their contract will be paid for on a unit price basis. The original contract called for 93 piles under the drier building. The number of piling required under the change suggested will be 78, so that the cost of piling will be reduced approximately that ratio.

There will be no change in cost of engineering and inspection other than a reduction in the percentage fee based upon the lower total cost by reason of the change.

We recommend that the city pass a resolution requesting that the State Director of the P.W.A. authorize this change.

Yours very truly, Horner & Wyatt, By (Signed) O. H. Horner.

OHH:EH.

[fol. 2513] State of Kansas,
County of Wyandotte, ss:

I, the undersigned, Howard Payne, City Clerk of the City of Kansas City, Kansas, do hereby certify that the foregoing is a true and correct copy of a letter addressed to the Mayor and City Commissioners of Kansas City, Kansas, by Horner and Wyatt, Consulting Engineers, signed by O. H. Horner, dated at Kansas City, Missouri June 23, 1936, as now on file in my office.

In Testimony Whereof I have hereunto set my hand and affixed the seal of the City this (pen and ink notation) 7 day of February, 1940.

(Pen and ink) (Signed) Howard Payne, City Clerk.
(Seal.)

[fol. 2514] PLAINTIFF'S EXHIBIT No. 215

Bernice Jackson

March 7, 1940

Morrison-Glasscock-Connor Co.

River Improvement Work

Phone, Victor 2883 320 City Bank Bldg.

Kansas City, Mo.

June 22, 1936.

Horner & Wyatt, Board of Trade Bldg., Kansas City, Mo.

Re: Wharf & Dock Improvements City of Kansas City, Kansas. P.W.A. Docket #4820

Gentlemen:

With reference to change order No. 2,

There will be no additional cost or increase or decrease of time required to complete the project on account of this change order.

Yours very truly, Morrison-Glasscock-Connor Co.,
By J. J. Connor, (Signed). J. J. Connor, Partner.

STATE OF KANSAS,
County of Wyandotte, ss:

I, the undersigned, Howard Payne, City Clerk of the City of Kansas City, Kansas, do hereby certify that the above and foregoing is a true and correct copy of a copy of a letter addressed to Horner & Wyatt, by Morrison-Glasscock-Connor Co., signed by J. J. Connor, dated at Kansas City, Missouri, June 22, 1936 as now on file in my office.

[fol. 2515] In Testimony Whereof I have hereunto set my hand and affixed the seal of the City this (pen & ink) 7 day of February, 1940.

(Signed) Howard Payne, City Clerk. (Seal.)

[fol. 2516] K.C.K. Exhibit 216

Bernice Jackson

March 8, 1940

Missouri Pacific Lines

L. W. Baldwin Saint Louis.

At Washington, D. C., Sept. 14th, 1938

Dear Mayor McCombs:

This is to advise you that the Missouri Pacific has not, to my knowledge, and certainly have not my permission to offer any objection to Kansas P. W. A. Project 1356, which is an application for grant only, for the purpose of constructing a wholesale perishable food market on the Public Levee at Kansas City, Kansas.

The above is in confirmation of my verbal advice to you this afternoon.

Sincerely yours, (Signed) L. W. Baldwin.

Mr. Don C. McCombs,
Mayor, City of Kansas City, Kansas,
C/o Room 636, Mayflower Hotel,
Washington, D. C.

[fol. 2517] K. C. K. Exhibit No. 217

Bernice Jackson

March 8, 1940

The Atchison, Topeka and Santa Fe Railway System

Railway Exchange, 80 East Jackson Boulevard, Chicago

President's Office

September 16, 1938.

Hon. Don C. McCombs, Mayor, Kansas City, Kansas, Mayflower Hotel, Washington, D. C.

Dear Mr. McCombs:

Replying to your letter of September 15th as to Public Works Administration Project No. 1365, Wholesale Fruit and Vegetable Market, Kansas City, Kansas:

I stated to you in our conversation in Washington that construction of the large terminal as planned would be very detrimental to the interests of the Santa Fe Railway Company. I have not changed my views in respect to that. Notwithstanding this the Santa Fe has not filed a protest against the pending application. Investigators have called on representatives of this company to discuss the matter. Whatever these gentlemen said expressed their views in respect thereto.

Under the proposed arrangement there would be located on one out of the thirteen railroads which serve Kansas City a produce terminal and yard to which the other railroads would have access only through a switching arrange-
[fol. 2518] ment. It would involve the need for all lines entering Kansas City to switch business consigned through this terminal to the Union Pacific and such as may be diverted returned by the Union Pacific to lines to which it needs to be routed beyond Kansas City.

The Santa Fe and Union Pacific are direct competitors for most of the perishable traffic entering Kansas City from the west and the location of a produce terminal exclusively on one of these lines instead of on a belt or neutral line would give a tremendous advantage to the line serving the terminal in securing business from the origin territory.

Yours very truly, (Signed) A. J. Bledsoe.

[fol. 2519] K. C. K. Exhibit No. 218

Bernice Jackson

March 8, 1940

October 3, 1938.

Colonel E. W. Clark, Executive Assistant, Public Works Administration, Washington, D. C.

Re: Kansas P. W. A. 1356.

Dear Colonel:

Attached hereto is telegram received by me from Stifel Nicholaus Company, extending its commitment to purchase

revenue bonds in line with my conversation with you and Mr. Thoron.

I have decided to remain here until this project is finally acted upon, because we need the project and the necessary employment that it will give in our community.

Respectfully yours, —— ——, Mayor, Kansas City, Kansas.

[fol. 2520] K. C. K. Exhibit No. 219

Bernice Jackson

March 8, 1940

Federal Emergency Administration of Public Works

Washington, D. C.

In reply please refer to ASST ADMIN:EWC: RR

October 3, 1938.

Honorable Don C. McCombs, Mayor of Kansas City, Kansas, Hotel Mayflower, Washington, D. C.

My Dear Mayor McCombs:

This is to acknowledge your letter of even date, attaching a telegram addressed to you by the Stifel-Nicholaus Company extending to October 12 its commitment to purchase bonds on Docket Kansas-1356, Kansas City Market. I shall be glad to refer this communication to the divisions interested.

I note your intention to remain in Washington for the present. In the event further information is needed regarding the docket, our examiners may conveniently get in touch with you.

Sincerely yours, (Signed) E. W. Clark, Executive Assistant, For the Administrator.

[fol. 2521] K. C. K. Exhibit No. 220

Bernice Jackson

March 8, 1940

Exhibit 1

July 12, 1938.

Stifel, Nicolaus & Co., Inc., Investment Securities, 105 West Adams Street, Chicago, Illinois.

Gentlemen:

Acting on your request to furnish full and complete information about $3,000,000 of Kansas City, Kansas, 4% Public Terminal Revenue Bonds, I submit herewith the following information:

Description of Project:

The "Public Levee" consists of 102 acres of land located in an industrial area fronting on the Missouri and Kansas Rivers, within the city limits of Kansas City, Kansas. The land is owned by the City, having been dedicated for public use in 1857 by the original platters of the town of Wyandotte, now Kansas City, Kansas.

Under Chapter 43, Laws of Kansas (Special Session) 1933, the City was authorized to issue revenue bonds for the purpose of raising and filling the land and erecting thereon a grain elevator and trackage facilities to handle grain and other commodities by river and rail. Pursuant thereto, the City issued $1,054,000 of bonds (of which $21,000 has been retired) and in connection therewith a P. W. A. [fol. 2522] grant of $517,000 was obtained, and one of the lessees donated $14,772. In addition, the City of Kansas City, Kansas issued $322,000 of general obligation bonds to complete the project. Minnesota Avenue Extension was constructed through the property at a cost of $230,000. The grain elevator, completed in 1937 has the most modern grain handling facilities known—a storage capacity of 3,250,000 bushels, a marine leg extending from the elevator to the river, and a riverside wharf about 400 feet long. A four-track railroad bridge and two and one-half miles of railroad tracks serve it. The grain elevator is leased at

a competitively low rental to the experienced, well-known, financially strong, grain merchandising firm of Hart-Bartlett-Sturtevant Grain Company of Kansas City. The total cost of these improvements, as described above, was $2,116,772 including $50,437 interest during construction and $15,000 legal, administrative and general expenses. These improvements are now completed. The grain elevator is now occupied by the lessee.

Exhibit 1

Page 2

Under an amendment to the Special Act above mentioned it is now proposed to issue $3,000,000 (of a total authorized issue of $4,000,000) Public Terminal Revenue Bonds for the purpose of:

(1) Refunding the outstanding revenue bonds, amounting to $1,033,000, and

[fol. 2523] (2) Providing funds amounting to $1,967,000, which, together with funds to be secured from the Public Works Administration, $1,709,565, and from other funds of the City $122,470, are for the construction of additional improvements consisting chiefly of a wholesale produce market, farmers' market and terminal.

Based upon surveys made by the Agricultural Department of the United States, there is an urgent need for a wholesale market and terminal in Kansas City, Kansas, for the handling, sale and distribution of fruits, vegetables and allied food products.

Twelve trunk line railroads converge at Kansas City, which is also served by Federal Barge Line and system of improved highways. Fresh fruits and vegetables produced in western, southern, and central territories move in large quantities through the Kansas City gateway to eastern consumers. It is perishable, refrigerated traffic, requiring dispatch in handling, sale and distribution.

Additional Improvements

The proceeds of this issue are to be used to refund $1,033,000 ($21,000 of an original issue of $1,054,000 having previously been retired) outstanding bonds and to provide funds for the construction of additional improvements consisting [fol. 2524] chiefly of a wholesale produce market, farmers'

market and terminal. The estimated cost of the additional improvements and the description of each is as follows:

Preliminary expense	$5,000	
Filling 40,000 cubic yards	20,000	
Moving dike to reclaim 6.7 acres of additional land	39,330	
Enclosing Jersey Creek	188,400	
(pencil notation)		186470
Sewers	37,650	(pencil check mark)
Pumps, valves, fittings and pumphouse for sewers	35,494	
Walls along dock track	25,500	
(pencil notation)		50826.20

Page 3

Tracks serving wholesale dealers' buildings	23,700	
Widening and changing grade of Minnesota Ave.	90,310	
Paving in merchants' and farmers' market	179,800	
Water mains—fire protection	49,587	
Lighting (street lights and flood lights)	38,000	
Power and light to buildings	42,000	
Planting and erosion preventing	20,000	
Wholesalers' and brokers' market buildings:		
Two 2-story and basement—$3,000,000 cu. ft.	835,988)	pencil notation
Two 1-story and basement—2,156,000 cu. ft.	633,000)	189000
Warehouse and auction building 590,000 cu. ft.	142,170)	
Cold storage building 1,480,000 cu. ft.	658,660)	2,268
[fol. 2525] Farmers' market 2,140 lin. ft. 80,000 cu. ft.	166,300	
Incinerator	19,700	
Fences	15,000	

Contingencies for all buildings		163,029	
Engineering and architectural		205,417	(pencil
Legal, administrative, and overhead costs		5,000	mark notation)
Interest during construction		85,000	
Miscellaneous costs:			
Traveling	5,000		
Advertising	1,000		
Miscellaneous	4,000		
Clerical work during construction	65,000	75,000	
Total Estimated Cost		$3,799,035	
Of the above total estimated cost of		3,799,035	
P. W. A. grant		1,709,565	
		$2,089,470	
The City will cover from other funds		122,470	
Leaving to be covered by the revenue bonds described		$1,967,000	
Adding to this the present outstanding bonds to be refunded		1,033,000	
Produces the amount of this proposed issue		$3,000,000	

Page 4

In addition to the above described improvements there will be additions from time to time as the growth of the [fol. 2526] terminal warrants, which will be covered by further revenue bonds to be issued only when and as the revenues from such improvements justify and under safeguards to be stipulated in the providing ordinance for the original issue.

In connection with the construction of this terminal by the City, the Union Pacific Railroad Company will construct, at its own expense, a team track yard to facilitate the receipt, unloading, forwarding and diversion of carloads of perishables, with a capacity of 300 cars, and the necessary lead, hold yard and sorting yard tracks, containing in all 13½ miles of track, at an estimated cost of $556,000.

Operations and Revenues

This project will be under the supervision of the Board of City Commissioners, the governing body of the City.

The ordinance and the law under which the bonds are issued create a lien on all revenues obtained from the facilities, and pledge the same to the payment of operating expenses, the revenue bonds and interest thereon. The revenues so received will be segregated for these purposes.

Each lease will be made directly with the City. Rental therefor will be paid by the lessees to the City Treasurer.

The merchants and farmers will form a non-profit association, headed by a Board of Governors, which will employ [fol. 2527] a manager of the market. This association will establish rules and regulations for the marketing of produce, and will employ, at its own expense, the necessary force to take care of the operation and ordinary maintenance of the entire facilities.

The improvements constructed with the proceeds of the original issue have all been leased for a period of thirty years. Actual rents now being received are as follows:

Page 5

Union Pacific Railroad Co., for elevator tracks	$10,000
Union Pacific R. R. Co., and Missouri Pacific R. R. Co., for industrial tracks	3,000
Inland Waterways Corporation	9,000
Board of Public Utilities	5,200
Hart-Bartlett-Sturtevant Grain Co., lease on grain elevator, thirty years, $40,432 per year for the first five years, $50,432 for the next ten years, $55,432 for the next five years and $60,432 for the last ten years, average per year	52,932
Total present rental	$80,132

The rental of the additional facilities is estimated as follows:

(Pencil Notation in margin) 10,760
30

322,800

Union Pacific R. R. Co., lease upon the team track yard property; this rental to be reduced in the amount that revenues from the project exceed $172,800 to a minimum of $10,760 ..... (pencil check mark)	40,000
(pencil notation in right hand margin—competent civil engineer.)	
[fol. 2528] Rental of cold storage plant, which will be leased to a national financially sound company for a period of thirty years	53,000
Total revenue available under the above sound thirty year contracts	$173,132
Estimated operating results of remaining facilities are as follows:	
Two 2-story and basement buildings 38 store units @ $1,800 per annum	$68,400
80 office units @ $600 per annum	48,000
Two 1-story and basement buildings, 40 store units @ $1,800 per annum	72,000
Farmers' market, 500 stalls @ $21	10,500
Service charge of 25¢ per day for 175 market days, average 250 per day	10,937
Super service station, gasoline and oil concessions and wagon scales on one block 40 ft. x 450 ft.	10,000
Rental of land for restaurant and stores on one block 40 ft. x 450 ft.	18,000
Rental of other land in improved area, approximately 300,000 sq. ft.	15,000
Rental of auction warehouse	5,000
	257,837

Page 6

Carried Forward	257,837
[fol. 2529] Less the difference between Union Pacific maximum and the minimum rental which would not be paid in the event the earnings exceed $172,800 29,240	
	$228,597
Total Gross Revenue	$401,729

Deduct		
Structure maintenance	10,000	
Insurance and other expenses	10,542	20,542
Net available for revenue bond service		$381,187

Leases have already been signed by financially responsible merchants on 54 of the 79 units. Leases will be completed on all of the remaining units before the revenue bonds are issued. A copy of the standard form of wholesale dealers' lease is attached.

Leases have already been signed by 275 farmers. Ninety more have signed applications for space, and from the list of farmers desiring leases, whose qualifications are still under process of investigation, it appears assured that all of the farmers' stalls will be leased. A copy of the standard form of farmers' lease is hereto attached.

A copy of the general lay-out plan of the grain terminal and the produce terminal, together with descriptive detail of the wholesale units are also attached.

[fol. 2530] Yours very truly Don C. McCombs, Mayor
City of Kansas City, Kansas.

[fol. 2531] K. C. K. Exhibit No. 221

Bernice Jackson

Mar. 8, 1940

(Copy)

Recommendations of Committee

K. C. Food Terminal

The committee since returning from Eastern trip with delegation of Merchants have tried to put together the ideas and wishes of the most prominent produce merchants who are a factor on this market, and the ideas and knowledge gained on this trip by the committee who make the following recommendations:

1. Rent:

That a rental be charged at rate of $125.00 per month the first year.

That rental be charged at rate of $135.00 per month the second year.

The third year and for 27 years thereafter rental be on a basis of $150.00 per month. After a period of 30 years rental to be based only on the ground and a service maintenance charge be made not to exceed $50.00 per month.

2. Leases:

The signature of any merchant should be acceptable on a lease for units who for a period of two years has been a member of the food industry if passed on by the committee and is in good standing on the present market.

[fol. 2532] 3. Terminal Management:

The following committee of merchants who have been working diligently on this project for last nine months feel that they have automatically elected themselves as a permanent committee to dictate the policies and act in an advisory capacity for benefit of terminal project.

The advisory committee as follows:

Mr. Jasper J. DeMaria, Mr. Jack De Feo, Mr. Simon Yukon, Mr. Harry Robinson, Mr. I. Sarser.

Any additional members who in time will be necessary to add to this committee shall be elected to same only with approval of said members.

It is the wish of this committee that Mr. Joseph De Orio shall be designated as Chairman of this committee and in full charge of the Kansas City Food Terminal in its entirety.

It is the wish of this committee that there should be immediate construction of this project.

If the above articles are complied with the committee feels certain that this project cannot help but be successful.

After a 9-month survey of this project we the above committee having sounded out all of the merchants who have interested themselves in above project feel they are [fol. 2533] all in favor of same with very few exceptions.

The committee and delegation of merchants who made recent trip to view terminals in eastern markets were very much impressed with them, and we feel they are for most part wholly in accord with our plans for this project after viewing the eastern terminals.

[fol. 2534] K. C. K. Exhibit No. 222

Bernice M. Jackson

March 11, 1940

(Copy) December 15, 1938.

Mr. Herman Traber, Railway Exchange Building, Kansas City, Missouri. Representing the Missouri Pacific Railroad Company.

Mr. Guy E. Stanley, Railway Exchange Building, Kansas City, Missouri. Representing the Union Pacific Railroad Company.

Gentlemen:

Enclosed herewith, in a letter to each of the above, are two copies of a summary of our conference held in my office, with the representatives of the Missouri Pacific Railroad Company on December 15, 1938, from 1:30 to 4 p. m.

The Union Pacific Representative of course, was not present, and I trust that the Missouri Pacific officials will be able to say that the enclosed is a fair summary of the matters discussed in the conference.

Very truly yours, Alton H. Skinner, City Attorney.

AHS—d.

[fol. 2535] K. C. K. Exhibit No. 223

Bernice Jackson

March 11, 1940

(Copy) Page 1 Kansas City, Kansas

December 15, 1938.

Conference Between A. H. Skinner, City Attorney; Mr. White, Manager for the Missouri Pacific Railroad; Mr. W. P. Waggener, General Solicitor for Kansas; Mr. Bailey Waggener; Mr. Havard; and Mr. Herman Traber, all representing the Missouri Pacific Railroad Company.

Subject:

The subject of the conference was the development of the Public Levee at Kansas City, east of Minnesota Avenue

Trafficway and south of Jersey Creek, particularly with relation to the location of the tracks, as provided in the Supplemental contract.

Exhibits:

The large map of the Levee development, dated November 2, 1938; a reduced copy thereof; Plot plan as shown on the concrete walls plans, and the plats attached to the original Supplemental Agreements.

The old plans were fully discussed and explained.

Mr. Traber, speaking for the Missouri Pacific, wanted the City to provide the point of exchange in the Yards to be constructed by the Union Pacific north of the Public Levee, the point urged was quickness in delivery from the Woods- [fol. 2536] wether Tracks of the Missouri Pacific leading to their Yard in the east Bottoms, by the use of the Missouri Pacific Northwestern bridge, claiming that thereby one switch could be eliminated.

The position of the City Attorney was that he did not know enough about the operation and movement of cars to go into the business that concerned railroad operation, but that the City wanted the minimum of movement across the Minnesota Avenue Trafficway at the entrance to the team track yards.

The next question insisted upon was that a specific, direct answer as to whether or not the drill tracks as shown upon the plat attached to the form of Supplemental Agreement showed the fixed location. At this point the concrete walls Plat prepared by Walter F. Schulz for entrance to the Wharf was exhibited and it was stated that that point was fixed at that place as the point of construction.

Another point that was fixed was the connection with the City's tracks leading to the Elevator. That the City had relied upon the railroad Engineers as to the best route to connect these two points, and that the tracks must be constructed on the Wharf at the lines indicated by the concrete wharf plan.

That the lay-out dated November 2, 1938, on the large map was the last plan or plot plan of the location of the buildings and that as nearly as I could state, that map showed the location of the drill tracks.

[fol. 2537] It was likewise explained by me that in all probability, and as justified by further developments in connection with the developing of river traffic, that the drill tracks on the Wharf might later be required to be extended north as far as Jersey Creek, to facilitate the unloading of heavy freight, or loading heavy freight from barge to rail and vice versa.

Another question that was raised was this: Under the original contract it was made the primary duty of the Union Pacific to put in the drill tracks and the extensions thereof when requested by the City. Could not the Missouri Pacific be given the same right, if after the Union Pacific was requested, they had failed to do so?

The answer was that it had been the habit of the City Attorney to endeavor to establish a precedent and the practice of writing identical letters to both parties, resolutions, etc., to give each railroad equal information, and that that practice would be continued, so that both railroads would be advised of the City's requests for any extensions of the drill tracks at practically the same time, and the idea was intended to be conveyed that the City would hold both Railroads jointly and severally equally liable to the demand for the extension.

It was emphasized at the time the original contract was drawn, the City wished the responsibility placed upon the Union Pacific to construct said drill tracks for the reason that the Missouri Pacific was financially unable to do any-[fol. 2538] thing at that time.

With relation to the development of the Public Levee and its need for additional railroad facilities, it was constantly emphasized that the railroads were equal.

To the point question as to where, in the judgment of the City Attorney, if the inter-change point be not fixed within the Yards of the Union Pacific, should the same be fixed. The suggestion was made by the City Attorney that the Cypress Yards immediately south of James Street, seemed to be the logical place for such inter-change, and it was pointed out that with regard to out-going freight it could be handled either over the Missouri Pacific bridge near the old Morris Packing Plant, or by reserve switch to the Missouri Pacific tracks on the Public Levee it could be handled across the Missouri Pacific bridge and through the Woodswether Tract.

It was pointed out to the Railroad officials that the City was in its thirty-year plan, endeavoring to provide and secure for the future, adequate entrances for railroad traffic at all constricted points and that the City had in mind the probable necessity of the railroads for better entrances to the Levee Tract and the Fairfax District.

Mr. Waggener asked the question if the two railroads reached an agreement between themselves with regard to matters in controversy, should the same be included in the [fol. 2539] supplemental agreement?

The answer was that the Board of City Commissioners intended this market to be open to the expeditious handling of products consigned thereto, brought to said market on the tracks of each and every railroad entering Kansas City on equal terms and without discrimination. Using the language as nearly as possible, as contained in the rental agreement between the Union Pacific Railroad and the City of Kansas City, Kansas, on the team track ground lease, and the City desired to know, and intended to know the nature and extent of any agreement entered into between the Missouri Pacific and the Union Pacific, to the end that such agreement might be a matter of public knowledge, and contained no agreement that would violate or tend to violate, the terms of the City's representations to the Public Works Administration, and that such special agreement should be placed in the contract known as the Supplemental Agreement.

It was asked of the City Attorney by Mr. Traber, as to what the City Attorney's recommendation might be with regard to certain vaguely suggested changes in the form of the contract.

The answer was the City Attorney would enforce the rule maintained in the office that such suggestions could not be considered or discussed until the same were incorporated in a written communication setting forth the precise nature of the clause, or provision described. The illustration was used [fol. 2540] that it should be drawn with the same precision that a motion to strike out a portion of a legal document which was filed in the court.

The general tenor of the conversation was in large measure, a quest for information on the part of the Railroad officials, which was freely given, with regard to the location

and how the structures planned would be constructed. No request was made by the Railroad Officials for any privileges on the industry tracks serving the wholesalers' buildings.

Page 4

The inter-change point request for delivery in the Yards northeast of Phillips, as I understood it, was desired to be made over the lead-in tracks crossing the Minnesota Avenue Trafficway, and it was explained and insisted upon that the City did not want said crossing to become and be used to such an extent as to constitute a hindrance to vehicular traffic on Minnesota Avenue Trafficway.

[fol. 2541] K. C. K. Exhibit No. 224

Bernice Jackson

March 1, 1940

Copy

Missouri Pacific Lines

Kansas City, Mo.

H. L. Traber, Executive General Agent Dec. 16, 1938.

Mr. Alton H. Skinner, City Attorney, Kansas City, Kansas.

Dear Mr. Skinner:

I acknowledge your letter of the 15th inst., addressed jointly to Mr. Stanley and me, with which you enclosed a memorandum of our conference with you the afternoon of that day.

Your memorandum fairly expresses what was said regarding the subjects we discussed and I have no change to suggest perhaps excepting the fourth paragraph on the first page of the memorandum.

Inasmuch as Mr. Stanley was not present I hope he will not take this paragraph to mean that what I said concerning the point of interchange was in the nature of a demand on the City to pass judgment on the question. My sole purpose was to obtain your views regarding the probable attitude of the City towards an agreement the two railroads might reach on

this question. You will recall that, when I broached the subject, I said that Mr. Haugh with whom I had discussed it, [fol. 2542] had made no commitment but would consider establishing the point of interchange I suggested. I mention this only because I anticipate a meeting of the representatives of the two railroads in the near future and I would not want Mr. Haugh to have the impression that I had attempted to commit you or the City Commissioners in the matter of the point of interchange.

With best regards,

Very truly yours, (Signed) H. L. Traber.

cc: Mr. G. E. Stanley, Executive Assistant, Union Pacific Railroad, Kansas City, Missouri.

[fol. 2543] K. C. K. Exhibit No. 225

Bernice Jackson

Mar. 1, 1940

Copy

Missouri Pacific Lines

L. W. Baldwin.

Saint Louis,
December 21, 1938.

Dear Mr. Skinner;

Our exchange originating with your letter December 10, 1939, addressed jointly to Missouri Pacific and the Union Pacific, reference installation of drill tracks on east side of Minnesota Avenue traffic way and south of Jersey Creek, incident to development of the public levee as a food terminal.

Messrs. Waggener, Traber and White have since advised me of their conference with you on Thursday, December 15th.

They had a conference on Monday, December 19th, with Mr. Haugh and other Union Pacific representatives, at which time a number of factors were brought up which require further study.

I want to assure you it is our desire to speedily handle the supplemental contract matter to a mutually satisfactory conclusion.

In the meantime, the drill tracks are being constructed, the location being substantially, if not exactly, in line with the plan contemplated by the original tri-party agreement.

[fol. 2544] Yours very truly, (Signed) L. W. Baldwin.

Mr. Alton H. Skinner, City Attorney, Kansas City, Kansas.

[fol. 2545] K. C. K. Exhibit No. 226

Bernice Jackson
Mar. 11, 1940
Docket 4820

1936	Accrd. Int.	Bonds	Grant	Additional Fill U. P. R. R.	W. P. A. Bonds
5- 1-36		300,000.00			
5-21-36	(12,882.22)	1,054,000.00			
12-18-36			(1)43,994.31		
1937					
1-21-37			(2)45,960.76		
3- 3-37			(3)46,998.76		
3-17-37			(4)26,738.41		
4-10-37			(5)15,317.23		
5- 7-37				8,792.55	
5-17-37			(6)36,183.24		
5-19-37				5,979.60	
7-12-37			(7-8)78,165.79		
8-14-37			(9)83,346.79		
10- 6-37			(10)24,418.41		
10- 8-37					22,000.00
10-25-37			(11)16,611.26		
1938					
1- 6-38			(12)12,587.89		
5-13-38			(13)50,000.00*		
6-10-38					5,000.00
7-16-38					7,000.00
8-15-38	(checked out, pen & ink)		12,977.15*		6,000.00
9- 7-38			(13)12,988.15*		
		1,354,000.00	493,300.00	14,772.15	40,000.00
(pen & ink) Bonds Canc		−21,000.00	+21,000.00		
		$1,333,000.00	514,300.00	14,772.15	40,000.00

(1,902,072.15) is total of last column

Grant including cancelled Revenue Bonds	$514,300.00
City—General Obligation Bonds	340,000.00
U. P. R. R. for extra fill (drill tracks)	14,772.15
Revenue Bonds	1,033,000.00
Total	$1,902,072.15

Bond and Interest Fund

Accrued Interest on Revenue Bonds	5-21-36	12,882.22	12,882.22	
[fol. 2546] From Construction Account July	1936	8,224.18)		
Account January	1937	21,106.35)	50,436.83	Budget
Account June	1937	21,106.35)		50,437.00
Account September	1938	13,490.85	13,490.85	
			76,809.90	

Disbursements

1. Preliminary	$1,916.79
2. Land	.....
3. Construction	1,721,577.66
4. Engineering	109,927.32
5. Legal Administrative, etc.	4,722.70
6. Interest during construction	50,436.83
* Transferred to Bond & Int. Acct.	13,490.85
7. Miscellaneous	.....
	$1,902,072.15

STATE OF KANSAS,
County of Wyandotte,
City of Kansas City, ss:

I, C. I. McIntyre, Assistant City Auditor of Kansas City, Kansas, do hereby certify that the above and foregoing statement of P. W. A. Project, Kansas 4820, is a true and correct statement of said Project as the same appears upon the records of the City Auditor of Kansas City, Kansas.

In Witness Whereof, I have hereunto set my hand this (pen & ink notation) 11 day of March A. D. 1940.

(Signed pen & ink) C. I. McIntyre, Assistant City Auditor of Kansas City, Kansas.

[fol. 2547] K. C. K. EXHIBIT No. 226

Bernice Jackson

Mar. 11, 1940

Kansas City, Kansas,
March 10, 1940.

Mr. Blake A. Williamson, Special City Attorney, Kansas City, Kansas.

Dear Sir:

As per your request I have compiled the following figures which set out all revenues and disbursements from the Public Levee Revenue Fund and the Public Levee Fund showing the relation of the Revenue Funds to the Interest requirements from the date of the first revenue receipts of 1937 (written in ink over 6) to January 31, 1940 and the available cash remaining in the Public Levee Terminal Revenue Bond Fund as of February 1, 1940.

[fol. 2548] Public Levee Revenue Fund (4820)

Date	Received	Disbursements: Operating Expense	Transfer to Int. Fund	Interest Requirements	Interest Payments	Interest Default
April 1937..	30.00	.....	.....	.....	.....	.....
Jan. 1938..	.....	.....	.....	.....	.....	.....
Feb. 1938..	.....	.....	.....	21,106.35	.....	21,106.35
Mar. 1938..	.....	.....	.....	.....	.....	.....
April 1938..	4,165.00	2,954.12	.....	.....	.....	.....
May 1938..	4,351.38	53.78	5,406.75	.....	5,406.75	.....
June 1938..	2,430.00	108.20	0	5.65	5.65	.....
July 1938..	15,023.99	224.38	15,700.24	.....	15,699.60	.....
Aug. 1938..	2,449.50	11.10	425.54	21,106.35	420.53	20,685.82
Sept. 1938..	4,215.48	555.50	7,225.74	.....	20,685.82	.....
Oct. 1938..	4,588.66	1,058.00	0	.....	.....	.....
Nov. 1938..	1,183.33	6.48	4,707.51	1.35	1.35	.....
Dec. 9, 1938..	4,621.98	.....	0	.....	.....	.....
	43,059.32	4,971.56	33,465.78	42,219.70	42,219.70	
Dec. 9 Accrued interest on 1,033,000.00 from Aug. 1, 1938 to Dec. 10, 1938.....				14,806.33.....		10,095.65

[fol. 2549] Condition of Bond Fund as of 12/10/1938

12/ 9/38	Cash in Bond & Interest Fund	$4,710.68	.....
12/10/38	Accrued Int. on $3,000,000.00 (Res.).....	12,821.92	17,532.60
12/10/38	Paid Accrued Interest on $1,033,000 from 8/1 to 12/10/38.....	.....	14,806.33
	Bal. in fund.....	.....	$2,726.27
	(Reserve overdrawn $10,095.65)		

[fol. 2550] P. W. A. Construction Account
Docket Kansas 1356-F
From December 10, 1938 to February 1, 1940

Date	Received	Disbursements: Operating Expense	Transfer to Int. Fund	Interest Requirements	Interest Payments	Interest Default
Dec. 10 1938..	146.67	.....	2,726.27) 4,621.98)	From Old Account		
Jan. 1939..	4,145.58	1,629.50	.....	.....	.....	.....
Feb. 1939..	4,119.33	749.38	.....	.....	.....	.....
Mar. 1939..	5,669.32	114.97	.....	.....	.....	.....
April 1939..	4,832.66	1,354.00	13,400.00	.....	.....	.....
May 1939..	4,802.66	569.36	0	20,685.82	20,685.82	.....
June 1939..	9,530.66	4,663.09	10,000.00	8,534.33*	8,534.33	.....
July 1939..	5,201.33	419.97	.....	.....	.....	.....
Aug. 1939..	8,752.86	1,098.41	11,000.00	.....	.....	.....
Sept. 1939..	4,662.33	603.95	5,000.00	.....	.....	.....
Oct. 1939..	1,453.52	322.02	5,000.00	.....	.....	.....
Nov. 1939..	4,369.33	1,096.97	3,500.00	20,685.82	20,685.82	.....
Dec. 1939..	84,599.33	1,266.70	3,500.00	.....	.....	.....
Jan. 1940..	4,826.65	2,702.41	2,500.00	.....	.....	.....
Eliminating Erroneous Charge	147,112.23 −3,984.00	16,590.73	61,248.25	49,905.97	49,905.97	
	12,606.73					

Balance in Interest Fund 2/1/40 11,342.28

* Overdrawn amount repaid to Construction Account.

[fol. 2551] STATE OF KANSAS,
County of Wyandotte,
City of Kansas City, ss:

I, C. I. McIntyre, Assistant City Auditor of Kansas City Kansas, do hereby certify that the above and foregoing statement of P. W. A. Project, Kansas 4820, is a true and correct statement of said Project as the same appears upon the records of the City Auditor of Kansas City, Kansas.

In Witness Whereof, I have hereunto set my hand this 11th day of March A. D. 1940.

(Signed in ink) C. I. McIntyre, Assistant City Auditor of Kansas City, Kansas.

[fol. 2552] K. C. K. EXHIBIT No. 227

Bernice Jackson

Mar. 11, 1940

Public Levee Terminal Construction Account Fund P. W. A. Project "Kansas" Docket 1356-F

Mr. Alton H. Skinner (pen & ink "H"), City Attorney Building.

Dear Sir:

At your request I have prepared the following, with relation to P. W. A. Project Kansas Docket No. 1356-F, showing disbursements and receipts in the Construction Fund of the above entitled project. This Exhibit has been prepared in strict accord with the requirements of the Public Works Administration for the keeping of the financial records of the project, and under the direction of the Auditing Department of the Public Works Administration. This refers to Section 1, Owner's Approved Estimate.

Section 2 of this Exhibit shows the funds required and source, for the Construction Fund Account.

Section 3 shows amount received and amount disbursed to date of February 14, 1940, and the available cash balance as of that date.

Not all of the Grant has been paid to the City.

Account Classification	Latest Approved Estimate	Amount Disbursed	Budget Balance
1. Preliminary	2,400.00	2,254.20	145.80
[fol. 2553]			
2. Land and right-of-way	0	0	0
3. Construction	3,460,988.68	2,776,259.70	684,728.98
4. Engineering	208,659.32	187,762.44	20,896.88
5. Legal and Administrative	17,100.00	12,431.98	4,668.02
6. Interest During Construction	109,852.00	70,244.03	39,607.97
7. Miscellaneous	1,000.00	1,208.93	−208.93
Total	3,800,000.00	3,050,161.28	749,838.72

(Sec. 2) Funds Required and Source

	Applicant	P.W.A. Loan	P.W.A. Grant	Total
General Obligation Bonds	123,000.00	0	.....	.....
Revenue Bonds	1,967,000.00	.....	1,710,000.00	3,800,000.00

(Sec. 3) Funds Received and Disbursed

	Owners Funds Received	P.W.A. Grant	Funds Disbursed	Available Cash
Revenue Bonds	1,967,000.00	1,330,000.00		
	3,297,000.00		3,050,161.28	246,838.72

STATE OF KANSAS,
County of Wyandotte,
City of Kansas City, ss:

I, C. I. McIntyre, Assistant City Auditor of Kansas City, Kansas, do hereby certify that the above and foregoing is a true and correct copy of the receipts and disbursements for the Construction Fund Account, P. W. A. Docket Kansas 1356-F, as the same appear on the records of the City [fol. 2554] Auditor of Kansas City, Kansas.

(Signed pen & ink) C. I. McIntyre, Assistant City Auditor, Kansas City, Kansas.

[fol. 2555]

K. C. K. Exhibit No. 228
Bernice Jackson
Mar. 11, 1940
Pages 1, 2, 3, 4
City of Kansas City, Kansas

Kansas City Food Terminal Estimated Income and Expense

Calculated as Per Bond and Interest Period Payment from Nov. 1, 1939 to Oct. 31, 1942

	6 months 12-1-39 to 4-30-40	6 months 5-1-40 to 10-31-40	1 year 11-1-40 to 10-31-41	1 year 11-1-41 to 10-31-42
Collections from Rentals:				
Grain Elevator	20,216.00	20,216.00	40,432.00	40,432.00
Grain Elevator Tracks	1,500.00	6,500.00	8,000.00	8,000.00
Right of Way for Industrial Lead Tracks	1,500.00	1,500.00	3,000.00	3,000.00
Inland Waterways	4,500.00	4,500.00	9,000.00	9,000.00
Board of Public Utilities	0	1,641.50	3,283.00	3,283.00
Land for Team Track Yards	0	0	10,760.00	10,760.00
Kansas City Box & Basket Company	30.00	0	30.00	30.00
U. P. Electric Sign	69.32	0	69.32	69.32
Kaw Steel Construction Company	110.00	0	110.00	110.00
Produce Units—78:				
2-1-1940 to 5-1-1940 @ $50.00 per month 5-1-1940 to ——— @ $150.00 per month	11,700.00	70,200.00	140,400.00	140,400.00
Vacancy and Occupancy Loss—10%	1,170.00—	7,020.00—	14,040.00—	14,040.00
Office Units—27 @ $1.10 sq. ft.:				
Total area 22,243 sq. ft. less city units, Club room and others beginning 2-1-40	4,050.00	8,100.00	16,200.00	16,200.00

[fol. 2556]

Cold Storage Plant:				
4 months @ $812.40 beginning 3-1-40, 56 months @ $3,000.00 beginning 7-1-40	1,624.80	13,624.80	22,666.67	20,000.00
Advance Rental—collected Dec. 28, 1939 applicable to 5 year period commencing Jan. 1, 1941	80,000.00	0	0	0
Farmers Leases:				
428 stalls @ $21.00 per year beginning 4-1-40	2,568.00	4,494.00	8,988.00	8,988.00
Less—vacancy loss	128.40—	224.70—	449.40—	449.40
Daily Income 300 Trucks @ 25¢ for 150 days	0	11,250.00	0	0
325 Trucks @ 25¢ for 180 days	0	0	14,625.00	14,625.00
Merchants Buildings beginning 3-1-40	2,000.00	5,000.00	10,000.00	10,000.00
Phillips Lease beginning 2-1-40	180.00	360.00	720.00	720.00
Estimated Rentals from Concessions in Brokers Building:				
Soda Fountain & Grill $125.00 per month; Cigar Counter & News Stand $75.00; Barber Shop $50.00; Pay Telephones $150.00	400.00	2,400.00	4,800.00	4,800.00
Restaurant—Farmers Market $50.00 a month	0	300.00	600.00	600.00
Truck Scales—Farmers Market $75.00 a month	0	450.00	900.00	900.00
Parking Lot Rentals (200 cars per day @ 10¢)	0	3,000.00	6,000.00	6,000.00
Estimated Rental on land in improved area for warehouses, etc.	0	0	5,000.00	10,000.00
Refrigeration Rental	0	11,130.00	22,260.00	22,260.00
Less—Vacancy & Occupancy Loss 10%	0	1,113.00—	2,226.00—	2,226.00
Wharfage Rental Anticipated Net Collections	$129,149.72	$156,308.60	$311,128.59	$313,461.92

[fol. 2557]

Anticipated Net Collections Brought Forward	129,149.72	156,308.60	311,128.59	313,461.92
Estimated Operating Costs:				
Manager—Citys pro'n (22%) $4,800.00 per annum from 2-1-40.	264.00	528.00	1,056.00	1,056.00
Market Master & Assistant from 3-1-40	300.00	1,650.00	2,550.00	2,550.00
Auditor and Force from 3-1-40	1,150.00	3,500.00	7,000.00	7,000.00
Street Cleaning—Based on Present Cost Labor	1,000.00	1,200.00	2,400.00	2,400.00
Truck and Sweeper Rental	1,000.00	1,200.00	2,400.00	2,400.00
Janitors and Supplies	450.00	1,300.00	2,600.00	2,600.00

	6 months 11-1-39 to 4-30-40	6 months 5-1-40 to 10-31-40	1 year 11-1-40 to 10-31-41	1 year 11-1-41 to 10-31-42
Executive Engineer	1,500.00	1,500.00	3,000.00	3,000.00
Gas from Nov. 1, 1939	3,600.00	700.00	2,400.00	2,400.00
Lights from Nov. 1, 1939 Flood, etc.—Farmers Stalls	500.00	900.00	1,800.00	1,800.00
Flood, "A", "B", "C" and "D" Buildings and Utility Tunnel "A", "B", "C" and "D"	995.00	1,478.00	2,900.00	2,900.00
Water and Lights 2nd floor Bldg. "D"	100.00	700.00	1,200.00	1,200.00
Insurance	4,400.00	0	5,300.00	5,300.00
Refrigeration and Air Conditioning from 4-1-40	8,750.00	8,750.00	27,810.00	27,810.00
Maintenance and Supplies	200.00	1,500.00	3,000.00	3,000.00
Office Supplies (Printing & Record Books)	800.00	400.00	300.00	300.00
Signs, Gang Planks, etc.	500.00	0	0	0
Light Bulbs for Market	500.00	100.00	100.00	100.00
Telephones	50.00	60.00	120.00	120.00
Legal Advertising	250.00	0	0	0
Traveling & Miscellaneous Expenses	750.00	750.00	1,500.00	1,500.00
Rental Adjustments:				
Payable from Advance Rental $80,000.00	26,666.66	0	26,666.67	26,666.67
Payable from proceeds from Market Revenue $31,850.00	15,925.00	0	15,925.00	0
[fol. 2558] To be applied as reduction of rentals $30,700.00	2,812.50	5,450.00	8,975.00	6,550.00
Interest & Commission Requirements on Bonds	20,685.83	60,075.00	118,347.75	116,505.45
Principal & Commission Requirements on Bonds	0	45,056.25	46,057.50	49,061.25
Total disbursements— Estimated	93,148.99	136,797.25	283,407.92	266,219.37
Available Cash	36,000.73	19,511.35	27,720.67	47,242.55
Sinking Fund and Unencumbered Cash 10-31-39	3,169.53			
Accumulated Surplus	39,170.26	58,681.61	86,402.28	133,644.83

(Signed) Prepared by
C. I. McIntyre

C. I. McIntyre
Assistant Auditor

Office of the City Auditor, January 15, 1940.

[fol. 2559]

K. C. K. Exhibit Number 229—Page 1
Bernice Jackson
Mar. 11, 1940
City of Kansas City, Kansas

Kansas City Food Terminal Estimated Income and Expense

Calculated as Per Bond and Interest Period Payment from Nov. 1, 1938 to Oct. 31, 1968

	1 year 11-1-38 to 10-31-39	3 years 11-1-39 to 10-31-42	26 years 11-1-42 to 10-31-68	Total 30 years
Collections from Rentals:				
Grain Elevator	$37,062.63	$121,296.00	$1,431,232.00	$1,589,590.63
Grain Elevator Tracks	6,819.00	24,000.00	208,000.00	238,819.00
Right of Way for Industrial Lead Tracks	2,125.00	9,000.00	78,000.00	89,125.00
Inland Waterways	9,000.00	27,000.00	234,000.00	270,000.00
Board of Public Utilities	3,466.64	8,207.50	85,358.00	97,032.14
Land for Team Track Yards	.....	21,520.00	279,760.00	301,280.00
Kansas City Box & Basket Company	30.00	90.00	780.00	900.00
U. P. Electric Sign	69.32	207.96	1,802.32	2,079.60
Kaw Steel Construction Company	146.67	330.00	2,860.00	3,336.67
Miscellaneous	402.97	.....	.....	402.97
Accrued Interest on Bonds	12,821.92	.....	.....	12,821.92

[fol. 2560]

Produce Units—78:				
2-1-1940 to 5-1-1940 @ $50.00 per month; 5-1-1940 to——— @ $150.00 per month	.....	362,700.00	3,650,400.00	4,013,100.00
Vacancy and Occupancy Loss—10%	.....	−36,270.00	−365,040.00	−401,310.00
Office Units—27 @ $1.10 sq. ft. Total Area 22,243 Sq. Ft. less City Units, Club Room and others beginning 2-1-40	.....	44,550.00	421,200.00	465,750.00

3047

	1 year 11-1-38 to 10-31-39	3 years 11-1-39 to 10-31-42	26 years 11-1-42 to 10-31-68	Total 30 years
Cold Storage Plant:				
4 months @ $812.40 beginning 3-1-40; 56 months @ 3,000.00 beginning 7-1-40; 5 years @ 3,250.00 beginning 3-1-45; 5 years @ 3,520.16 beginning 3-1-50; 13 years-8 mos. $3,333.33 beginning 3-1-55	.....	57,916.27	986,210.27	1,044,126.54
Advance Rental—collected Dec. 28, 1939 applicable to 5 year period commencing Jan. 1, 1941, deducted in computing rentals shown above	.....	80,000.00	.....	80,000.00
Farmers Leases:				
428 Stalls @ $21.00 per year beginning 4-1-40	.....	25,038.00	233,688.00	258,726.00
Less—vacancy loss	.....	−1,251.90	−11,684.40	−12,936.30
[fol. 2561]				
Daily Income:				
300 Trucks @ 25¢ for 150 days per year	.....	11,250.00	.....	11,250.00
325 Trucks @ 25¢ for 180 days per year	.....	29,250.00	380,250.00	409,500.00
Merchants Building—beginning 3-1-40	.....	27,000.00	260,000.00	287,000.00
Phillips Petroleum Corp.—Rental at rate of 1¢ per gallon beginning 2-1-40, Minimum rental @ $60.00 per month	.....	1,980.00	18,720.00	20,700.00
Excess over minimum after applying $10,000.00 to construction of building	.....	.....	38,220.00	38,220.00
Concessions in Brokers Building:				
Soda Fountain & Grill $125.00 per month; Cigar Counter & News Stand $75.00; Barber Shop $50.00; Pay Telephone $150.00	.....	12,400.00	124,800.00	137,200.00
Restaurant—Farmers Market $50.00 a month	.....	$1,500.00	$15,600.00	$17,100.00
Truck Scales—Farmers Market $75.00 a month	.....	2,250.00	23,400.00	25,650.00

Parking Lot Rentals (200 cars per day @ 10¢)	.....	15,000.00	156,000.00	171,000.00
Estimated Rental on Land in improved area for warehouses, etc	.....	15,000.00	260,000.00	275,000.00
Refrigeration Rental	.....	55,650.00	578,760.00	634,410.00
Less—Vacancy & Occupancy loss—10%	.....	−5,565.00	−57,876.00	−63,441.00
Wharfage Rental	.....	.....	232,000.00	232,000.00
Anticipated Net Collections	$71,944.15	$910,048.83	$9,266,440.19	$10,248,433.17

[fol. 2562]

Estimated Operating Costs:				
Manager—City's prop'n (22%) $4,800.00 per annum from 2-1-40	.....	2,904.00	27,456.00	30,360.00
Market Master & Assistant from 3-1-40	.....	7,050.00	66,300.00	73,350.00
Auditor and Force—From 3-1-40	.....	18,650.00	182,000.00	200,650.00
Street Cleaning—Based on Present Cost:				
Labor	.....	7,000.00	62,400.00	69,400.00
Truck and Sweeper Rental	.....	7,000.00	62,400.00	69,400.00
Janitors and Supplies	.....	6,950.00	67,600.00	74,550.00
Executive Engineer	1,750.00	9,000.00	78,000.00	88,750.00
Gas from Nov. 1, 1939	.....	9,100.00	62,400.00	71,500.00
Lights from Nov. 1, 1939 Flood, etc.,—Farmers Stalls	.....	5,000.00	46,800.00	51,800.00
Flood "A", "B", "C", and "D" Utility Tunnel "A", "B", "C" and "D"	.....	8,273.00	75,400.00	83,673.00
Water and Lights, 2nd floor Bldg. "D"	.....	3,200.00	31,200.00	34,400.00
Insurance	3,166.70	15,000.00	137,800.00	155,966.70
Refrigeration and Air Conditioning from 4-1-40	.....	$73,120.00	$723,060.00	$796,180.00
Replacement of Ice Cans—1925 cans @ $7.55 each	.....	.....	14,533.75	14,533.75
Interest on Old Bonds	14,860.18	.....	.....	14,860.18
Maintenance and Supplies	1,061.71	7,700.00	78,000.00	86,761.71
Repainting Elevator and other Buildings (Each 10 years)	.....	.....	62,500.00	62,500.00
Re-roofing Elevator and other Buildings (Each 15 years)	.....	.....	49,500.00	49,500.00

[fol. 2563]

	1 year 11-1-38 to 10-31-39	3 years 11-1-39 to 10-31-42	26 years 11-1-42 to 10-31-68	Total 30 years
Office Supplies (Printing & Record Books)	707.63	1,800.00	7,800.00	10,307.63
Signs, gang planks, etc	.....	500.00	.....	500.00
Light Bulbs for Market	.....	800.00	2,600.00	3,400.00
Telephones	32.83	350.00	3,120.00	3,502.83
Legal Advertising	279.04	250.00	.....	529.04
Traveling Expenses	571.99	4,500.00	39,000.00	44,071.99
Rental Adjustments:				
Payable from advance rental $80,000.00	.....	80,000.00	.....	80,000.00
Payable from proceeds from Market Revenue $31,850.00	.....	31,850.00	.....	31,850.00
To be applied as reduction of rentals $30,700.00	.....	23,787.50	6,912.50	30,700.00
Interest & Commission Requirements on Bonds	49,905.97	315,614.03	1,825,999.65	2,191,519.65
Principal & Commission Requirements on Bonds	.....	140,175.00	2,863,575.00	3,003,750.00
Total Disbursements—Estimated	72,336.05	779.573.53	6,576,356.90	7,428,266.48
Available Cash	391.90	130,475.30	2,690,083.29	2,820,166.69
Sinking Fund & Unencumbered Cash beginning each period	3,561.43	3,169.53	133,644.83	3,561.43
Accumulated Surplus	3,169.53	133,644.83	2,823,728.12	2,823,728.12

Office of the City Auditor Kansas City, Kansas, January 16, 1940

(Signed in ink)
Prepared by
C. I. McIntyre
Assistant Auditor

2564

K. C. K. EXHIBIT NO. 230

KCK ex 2.

Form No. P. W. C. A. 21-B
Form approved by Comptroller General, U. S.
December 4, 1936
Revised, 1-30-38

PUBLIC VOUCHER—PAYMENT OF ADVANCE AND INTERMEDIATE GRANTS

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

D. O. Voucher No. .....
Contract No. .....
Requisition No. 2
Docket No. Kansas 1356-F
November 27, 1939
(Date)

Appropriation .....
THE UNITED STATES, Dr.,
To The City of Kansas City, Kansas
(Name of applicant as it appears in the offer)
P. O. Address Auditor's Office, City Hall, Kansas City, Kansas
(Of certifying officer)

PAID BY
(For use of Paying Officer)

Project FOOD TERMINAL AND MARKET
(Brief description of project)

Offer accepted Nov. 4, 1938 Project Symbol No. .....

Requisition for advance payment on account of the grant, being Thirty Five % of the estimated cost of the project, in accordance with certificate of purposes (P. W. A. Form No. 168) attached hereto, as follows:

Total estimated cost of project	Loan	Grant	35 % of total cost	Previous payments	Amount of this payment
$3,800,000.00	$	$1,710,000.00	1,330,000.00	$950,000.00	$ 380,000.00

I certify that the above is a true statement.

(Payee) City of Kansas City, Kansas
(Name of applicant as it appears in the offer)

(For) C. V. McIntyre (Title) Asst. Auditor
(Officer authorized to certify)

Approved: .....
Regional Inspector.

Approved: .....
Regional Director.

(Additional statements by Department, Bureau, or Establishment, if deemed necessary)	(Accounting classification)	(Payee will NOT use this space) Differences:		
		Account verified; correct for..... (Signature or initials)	$	

It is hereby certified that all requirements of the offer and acceptance covering the grant have been fulfilled by the applicant and that all documentary evidence required by the offer and acceptance has been received, examined, and found to be satisfactory, and has been filed at Washington, D. C., and payment is authorized.

Approved for $.....

SIGN ORIGINAL ONLY

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS,

By .....
Assistant Administrator.

.....
Executive Officer.

Paid by check No. ....., dated ....., 19....., for $..... { On Treasurer of the United States in favor of the payee named above.

NOTE.—Final Requisition to be made on Form No. P. W. C. A. 21-C.

Penalty for False Certification.—Section 35 of the Criminal Code, as amended, provides a penalty of not more than $10,000 or imprisonment of not more than 10 years, or both, for knowingly and willfully making or causing to be made " any false or fraudulent statements " " " or use or cause to be made or used any false " " " document, knowing the same to contain any fraudulent or fictitious statement " " " relating to any matter within the jurisdiction of any governmental department or agency.

U. S. GOVERNMENT PRINTING OFFICE 16—42517

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Kc 1 Ex 2.6 2565

P. W. A. Form No. 349 (Revised 6-1-39) FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

CERTIFICATE OF PURPOSES AND STATEMENT OF PROJECT COSTS

Requisition No. 2 Int. { Loan / Grant

Name of applicant CITY OF KANSAS CITY, Kansas Docket No. [illegible] 1300-F (APPLICANT DO NOT USE)

Address Auditor's Office, City Hall, Kansas City, Kansas Contract No.

Type of project Food Terminal & Market Date November 27 1939 O. P. No.

(See reverse for instructions pertaining to entries in columns shown below)

The following is the status of the above project as of the dates indicated. The funds requisitioned on the accompanying form, P. W. C. A. 21-B (21-B, 21-C, or 21) will be expended for the purposes shown in column 4, subject to changes approved by the Federal Emergency Administration of Public Works.

Classification (1)	Latest Approved Estimate (2)	Previous P. W. A. Grant-Loan Requisitions or Payments (3)	This Requisition (4)	Costs Incurred as of [illegible] 1939 (5)	Amount Disbursed as of [illegible] 39 (6)
1. Preliminary Expenses	3,000.00			2,247.08	2,247.08
Totals	3,000.00			2,247.08	2,247.08
2. Lands, Rights-of-Way, and Easements					
3. Construction	3,460,743.40	950,000.00	380,000.00	2,279,295.43	1,562,139.44
4. Engineering, Etc.: Engineering Fees				39,575.03	36,352.61
Architectural Fees				131,746.25	118,532.36
Applicant's Forces					
Travel Expense				707.16	707.16
Totals	208,404.60			172,028.44	155,992.13
5. Legal, Admin., Etc.: Legal Fees	8,000.00			5,000.00	5,000.00
Legal Costs					
Admin. and Overhead	9,000.00			4,863.83	4,861.83
Totals	17,000.00			9,863.83	9,861.83
6. Interest	109,852.00			70,244.03	70,244.03
7. Miscellaneous	1,000.00			894.79	894.79
Grand Totals	3,800,000.00	950,000.00	380,000.00	2,534,573.60	1,821,309.30

FUNDS RECEIVED AND DISBURSED

	Applicant	P. W. A. Loan	P. W. A. Grant	Total
Funds required and allotted: General Obligation Bonds	123,000.00			
Revenue Bonds	1,967,000.00		1,710,000.00	3,800,000.00
Funds deposited and source: Revenue Bonds	1,967,000.00		950,000.00	2,917,000.00
Funds disbursed, per column 6, above				1,821,309.30
Balance in Construction Account—Applicant's books				1,095,690.70
Total outstanding checks				13,926.87
Balance in Construction Account—Depositary's books				1,109,616.87

10-3988

3052

2566

CERTIFICATE OF APPLICANT

The applicant certifies that the purpose or purposes stated herein are included within the purposes set forth in the approved application and estimated cost of the project; except as the same shall have been revised, amended, modified, or otherwise changed and approved. The applicant further certifies that the funds now requested, when advanced, will be used for the purpose or purposes stated in column 4 on the reverse of this form, and that all information contained in this P. W. A. Form 188 is true, correct, and complete.

Subscribed and sworn to before me this.....

day of ....., 19 . at .....
(Name of applicant)

..... By .....
(Place) (County) (State) (Signature of duly authorized officer)

.....
(Title of officer)

[SEAL] .....
(Notary Public)

[SEAL]

My commission expires ....., 19

PENALTY FOR FALSE CERTIFICATION.—Section 35 of the Criminal Code, as amended, provides a penalty of not more than $10,000 or imprisonment of not more than 10 years, or both, for knowingly and willfully making or causing to be made "any false or fraudulent statements * * * or use or cause to be made or used any false * * * account, claim, certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement * * *" relating to any matter within the jurisdiction of any governmental department or agency.

CERTIFICATE OF DEPOSITARY

We certify that the Construction Account of the above-named applicant has been credited with deposits totaling $..... and had a credit balance of $..... at the close of business ....., 19

....
(Place) (Name of depositary)

....., 19 By ....
(Date) (Title)

[BANK SEAL]

APPROVALS FOR FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

APPROVED:

.....
Resident Engineer Inspector.

....., 19
(Date)

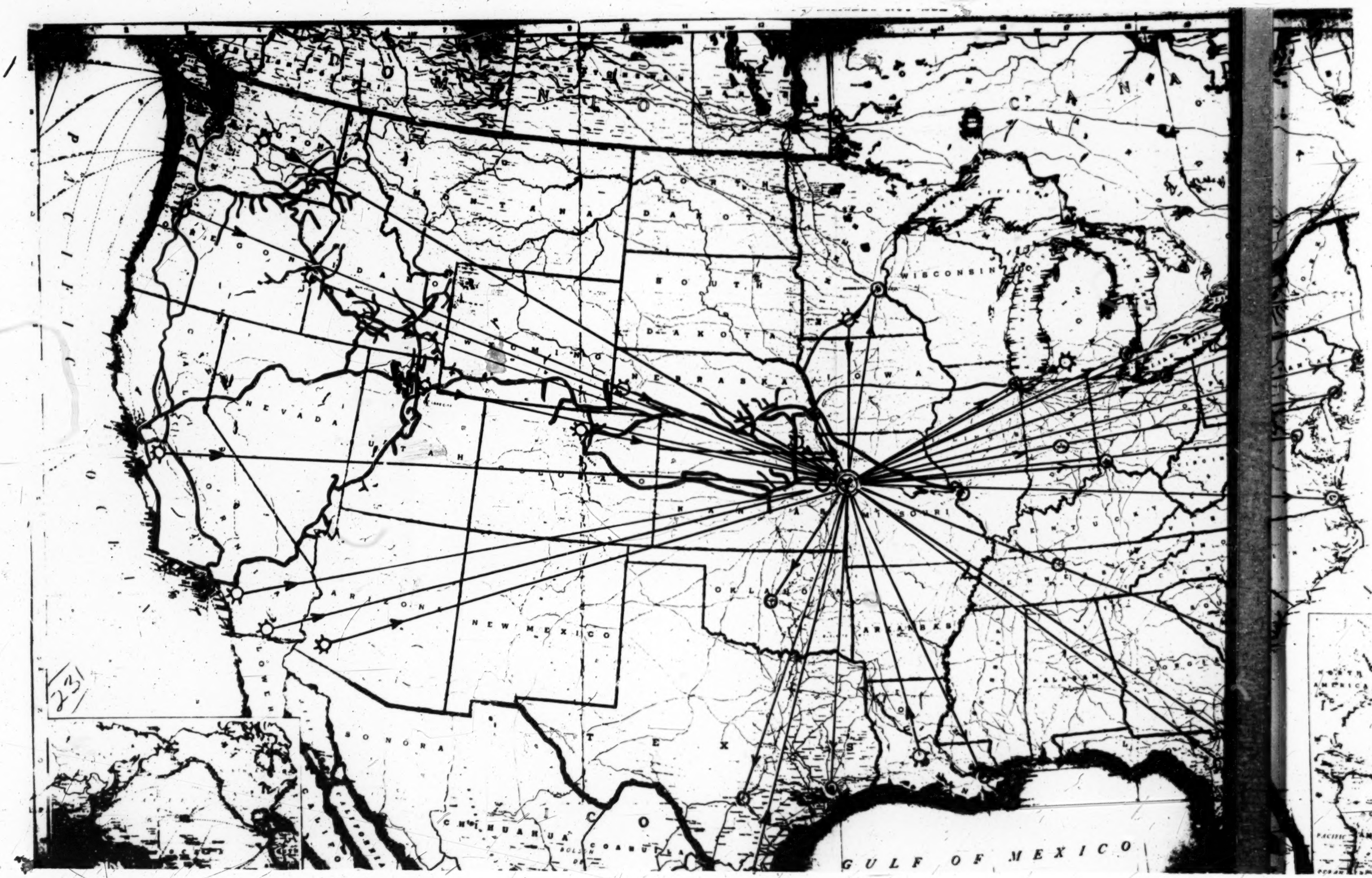
.....
Regional Director.

....., 19
(Date)

INSTRUCTIONS

1. The segregation of costs as enrolled in column 1 shall be in accordance with the standard classification of accounts prescribed by P. W. A. (Administrative Order 103).
2. Entries in column 2 shall be based upon the most recent estimate of project costs as approved by P. W. A. through the Regional Director.
3. Entries in column 3 shall consist of the aggregate of all previous loan and/or grant payments or requisitions, according to their status, as follows:
   (a) If no payments received on prior requisitions, then show items represented on pending requisitions.
   (b) If payments received on all prior requisitions, then show items supporting such payments.
   (c) If the situation is a combination of (a) and (b), then the figure shown shall be determined accordingly.
4. Entries in column 4 shall support the amount currently requisitioned as covered by Form P. W. C. A. 21-B, 21-C, or 22.
5. Entries in column 5 shall cover all costs (paid and unpaid) incurred on this project as of the date of the requisition, or as of the closing date of the applicant's last accounting period.
6. Entries in column 6 shall reflect actual disbursements only for the project coinciding with that covered by column 5.
7. Entries opposite "Funds Received and Allotted" must at least equal the total of the latest approved estimate as shown in column 2. Entries for "Funds Deposited and Source" must be subdivided according to sources of funds, and their sum must equal the total funds deposited. The accounting entries are self-explanatory.
8. If more detailed instructions are required, address inquiries to the Chief Accountant, P. W. A., Washington, D. C.

P-1 [illegible] 10-2370


WISCONSIN
NEVADA
UTAH
NEW MEXICO
TEXAS
SONORA
CHIHUAHUA
GULF OF MEXICO

30540

UNITED STATES
UNION PACIFIC
RAILROAD
PACIFIC OCEAN
ATLANTIC OCEAN
NORTH AMERICA
SOUTH AMERICA

U. P. EXHIBIT NO. 228

3055

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[fol. 2569] U. P. Exhibit No. 233

Bernice Jackson

Mar. 14, 1940

912-Vol. 6 (pen and ink notation).

At Washington, D. C., Nov. 2, 1938.

Public Works Administration, Washington, D. C.

Re Kansas P. W. A. Project 1356-F, Wholesale Fruit and Vegetable Market

Gentlemen:

Mr. G. E. Stanley, Executive Assistant of the Union Pacific Railroad Company, at Kansas City, wrote to Mr. M. R. Bevington, Special Agent, Division of Investigation, P. W. A., on August 27, 1938, stating among other things that the Union Pacific Railroad Company would not purchase the bonds to be issued by the City to cover the sponsor's portion of the cost of the project. This occurs on page 14, and reads;

"2. The Union Pacific has not and will not purchase any bonds offered by the City".

At that time, the City had a definite commitment from Stifel, Nicolaus & Co. to purchase the 4% bonds at par.

Just recently, however, the latter firm has withdrawn its bid.

Page 2

In order to expedite matters and keep within the time limited required, the Union Pacific is proposing to purchase the 4% bonds at par direct from the City.

[fol. 2570] Am Writing this in order to clear the record and in case there is any objection, for you to let the City know very promptly.

Yours very truly, (Pencil notation) JLH.

cc handed to Mayor McCombs.

[fol. 2571] U. P. Exhibit No. 234

Bernice Jackson

March 14, 1940

Union Pacific Railroad Company

Omaha, Nebraska

Page 1

At Washington, D. C., Nov. 2, 1938.

Mr. W. V. Hardie, Director of Traffic, Interstate Commerce Commission, Washington, D. C.

Dear Mr. Hardie:

Referring to our conversation this morning about the proposed tariff for the Kansas City, Kansas, Food Terminal:

As I explained to you, the Public Works Administration has made a grant to the City of Kansas City, Kansas for the construction of a Food Terminal. The Union Pacific will lease sufficient property from the City of Kansas City, Kansas to take care of necessary trackage in the terminal and will construct trackage at its own expense. One of the conditions of the grant is:

"The facilities of the Project shall be made available to all railroads entering Kansas City, Kansas, upon fair and reasonable terms and without discrimination."

We have construed this to mean that a tariff satisfactory to the Public Works Administrator should be filed with him. However, in discussing the matter with him this morning and also with Mr. Dent of the Law Department, we were informed that the Administration has no one in its organi-[fol. 2572] zation qualified to pass on appropriate tariff provisions. Accordingly, it was suggested that the proposed draft of tariff be submitted to you for approval as to form. It was explained to the Administrator and to Mr. Dent that no one on the Interstate Commerce Commission's staff has authority to approve in advance the level of charges but that your personal approval as to form would be about all we could expect. This apparently will satisfy

the Administrator and permit us to proceed with the other conditions attending the project.

As time is short, it will be very much appreciated if you will indicate your approval as to the form of tariff (copy of which is attached), and it would be helpful if you could also make the general statement that it has not been the practice of the Commission to suspend tariff filed to take care of new projects and that the question of the level of charges and application of the rules could only be determined after the service has been inaugurated.

In writing such a letter as you feel you can give us, please address it to the Public Works Administration, Old Interior Building, Washington, D. C., and carry as a title "Re Kansas P. W. A. Project 1356-F, Wholesale Fruit and Vegetable Market."

As suggested by you, I went over the detail of the proposed tariff with Messrs. Powers and Cox, and left copies with them.

[fol. 2573] Am enclosing two copies of the proposed tariff, one of which should be enclosed with your letter to the Public Works Administration and the other you may retain in your file.

Sincerely yours, (Initials signed in ink) LTW, L. T. Wilcox, Assistant Freight Traffic Manager.

Page 1

Memorandum of Union Pacific Railroad Proposed Tariff Provisions Governing Switching to, from, and within, the Kansas City Food Terminal District

Description of Kansas City Food Terminal District

The Kansas City Food Terminal District comprises that portion of the Public Levee served by the Union Pacific Railroad east of Minnesota Avenue Extension, bounded on the north by Richmond Avenue extended, on the east by the Missouri River, and on the south by the Kaw River.

Switching Charges between Track Connections with Other Railroads and Tracks in the Kansas City Food Terminal District

Between track connections with other railroads and tracks in the Kansas City Food Terminal District charges will be as follows:

[fol. 2574]

On	Between	And	Charge per car
Commodities named in Note 1	Hold, inspection or team tracks in Kansas City Food Terminal District	U.P.R.R. track connections with other railroads in Kansas City, Mo.—Kans.	$13.20 (See exception)
All freight except sand and gravel	Industry tracks in Kansas City Food Terminal District	U.P.R.R. track connections with other railroads in Kansas City, Mo.—Kans.	$13.20 (See exception)

Exception—On freight on which line haul has been performed by railroad, diverted or reconsigned as authorized in tariffs of inbound road haul carrier, lawfully on file with the Interstate Commerce Commission, or Kansas State Corporation Commission, from hold, inspection, team or industry tracks, in the Kansas City Food Terminal District to destinations within or without the Kansas City, Mo.-Kans., switching district, the switching charges will be $6.60 per car for the inbound movement and $6.60 for the outbound movement, in addition to charges for diversion or reconsignment as are published for such service, except when the U. P. R. R. performs the inbound road haul no switching charge will be assessed.

Intra-terminal Switching Charges, or Charges for Movements between the Kansas City Food Terminal District and Union Pacific Tracks in Kansas City, Mo.-Kans.

Between hold, inspection, team or industry tracks in the Kansas City Food Terminal District and industry tracks on the U. P. R. R. in Kansas City, Mo.-Kans., $13.20 per car (See exception).

[fol. 2575] Exception—On commodities named in Note 1 on which a line haul has been performed by a connecting railroad and re-switched after having been set for delivery from hold, inspection, team or industry tracks in the Kansas City Food Terminal District to industry tracks (except interchange tracks) on the U. P. R. R. in Kansas City, Mo.-Kans., without shipment having broken bulk, the charge will be $6.60 per car.

2

Intradistrict Switching Charges, or Charges for Movements Wholly within the Kansas City Food Terminal District

Between hold, inspection, team and industry tracks, $13.20 per car (See exceptions).

Exceptions—On commodities named in Note 1 on which a line haul has been performed by railroad and reswitched after having been set for delivery, the following will apply:

(a) From hold or inspection tracks to team or industry tracks, when shipment has not broken bulk, no charge (See Note 2).

(b) Between team and industry tracks, when shipment has not broken bulk, no charge (See Note 2).

(c) Between team and industry tracks, or between industry tracks, after partial unloading, $3.30 per car.

[fol. 2576] Note 1—Where reference is made to Note 1, the rates named will apply on commodities as follows:

Fruits and vegetables, fresh or green, including potatoes, onions, berries and melons.
Meats, fresh, cured, dried or smoked, and packing house products, edible.
Fish.
Eggs.
Poultry, live or dressed.
Cheese.
Butter, butterine and margarine.
Flour, meal and cereal food preparations, edible, N. O. S.
Canned food products.
Nuts, edible.
Coffee and tea.
Rice.
Salt.
Sugar.
Bags, bagging and wrapping paper.
Boxes, crates and barrels.
Box, crate and cooperage material.
Bakery goods.
Table syrups and edible molasses.
Beverages.
Ice.
Soap and washing compound.

Note 2—The term "broken bulk" used herein is not to be construed as applying to removal of samples of the lading of the cars for such purposes as inspection, grading, or

testing (provided only such samples are removed from the premises or property of the railroad as are necessary to determine the grade of the commodity), nor to a car stopped in transit under tariff authority to partly unload or to complete loading.

[fol. 2577] U. P. Exhibit No. 235

Bernice Jackson

Mar. 14, 1940

Page 1

WAP-GEW.
BT 250.

Interstate Commerce Commission

Bureau of Traffic

Washington

November 2, 1938.

Public Works Administration, Old Interior Building, Washington, D. C.

Re: Kansas P. W. A. Project 1356-F Wholesale Fruit and Vegetable Market

Gentlemen:

Mr. L. T. Wilcox, of Omaha, Nebraska, Assistant Freight Traffic Manager of the Union Pacific Railroad Company, has submitted to this Bureau copy of a "Memorandum of Union Pacific Railroad Proposed Tariff Provisions Governing Switching to, from, and within, the Kansas City Food Terminal District," copy of which is attached hereto.

This memorandum has been examined, and I may say that the form thereof is acceptable under the Commission's rules governing the construction and filing of tariffs and if tendered for filing upon statutory notice of 30 days required by the Interstate Commerce Act, it will be passed to the Commission's files.

Filing of a tariff with the Commission does not constitute approval of any of the provisions thereof. The [fol. 2578] Commission has authority under Section 15(7) of the Interstate Commerce Act to suspend tariff schedules filed with it, either upon its own motion or upon complaint in order that it may be determined before the effectiveness of such tariffs whether the provisions thereof are reasonable, discriminatory or otherwise unlawful under the Act, although it is unusual for the Commission to suspend the operation of a new tariff covering a newly established service. After the effectiveness of a tariff it will be investigated by the Commission as to the lawfulness of its provisions, upon complaint of any interested party, and orders will be issued requiring the removal of any unlawfulness found to exist.

Very truly yours, N. V. Hardie, Director.

cc: L. T. Wilcox, A. F. T. M. U. P. R. R., Omaha, Nebraska.

[fol. 2579] U. P. Exhibit No. 236

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission

Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedules hereto attached, and more particularly hereinafter described, are true copies of schedules filed with the said Interstate Commerce Commission on dates specified below, to wit:

Union Pacific Railroad Company, Local and Joint Freight Tariff, U. P. R. R. Tariff No. 105-J, I. C. C. No. 4710, said schedule having been filed December 29, 1939.

Supplement No. 2 to said I. C. C. No. 4710, filed February 3, 1940.

Supplement No. 3 to said I. C. C. No. 4710, filed February 27, 1940.

(Red Jagged Line.)

(Held together with a blue ribbon and red seal of Interstate Commerce Commission 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

U.P. EXHIBIT NO. 236 2580-2614

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U.P. EXHIBIT NO. 236 Bernice Jackson, NA 2580-2614

U. P. R. R.—I. C. C. No. 4710
CANCELS U. P. R. R.—I. C. C. NO. 4679

U. P. R. R. TARIFF NO. 105-J

CANCELS U. P. R. R. TARIFF NO. 105-I

COLO. P. U. C. NO. 427, CANCELS NO. 423

UTAH P. S. C. NO. 848, CANCELS NO. 823

WYO. P. S. C. NO. 406, CANCELS NO. 403

UNION PACIFIC RAILROAD COMPANY

IN CONNECTION WITH PARTICIPATING CARRIERS NAMED ON PAGE 2

LOCAL AND JOINT FREIGHT TARIFF

APPLYING AT STATIONS ON U. P. R. R. IN COLORADO, IOWA, KANSAS, MISSOURI, NEBRASKA, UTAH (OGDEN AND EAST), AND WYOMING (EXCEPT NORTHWEST OF GRANGER).

CONTAINING

SWITCHING RATES AND ABSORPTIONS,

JOINT SWITCHING RATES WITH CONNECTING LINES AS SPECIFIED HEREIN

AND

TRANSFER CHARGES AT JUNCTION POINTS

FROM

DEPOTS OF THE UNION PACIFIC RAILROAD

TO

DEPOTS OF CONNECTING LINES

ALSO SHOWING

JUNCTION POINTS AT WHICH THERE ARE TRACK CONNECTIONS

ISSUED DECEMBER 29, 1939

EFFECTIVE FEBRUARY 1, 1940

R. R. MITCHELL,
FREIGHT TRAFFIC MANAGER,
OMAHA, NEBR.

L. T. WILCOX,
ASSISTANT FREIGHT TRAFFIC MANAGER,
OMAHA, NEBR.

ISSUED BY

F. W. McMANUS,
CHIEF OF TARIFF BUREAU, U. P. R. R.,
1416 DODGE ST., OMAHA, NEBR.

BALLOU PRINTING CO., OMAHA

FILE 6

(1400)

3065

SECTION 1.

Item No. 1055.

RECIPROCAL AND INTER-TERMINAL SWITCHING CHARGE.

Switching charges (except as otherwise specifically provided in Items 1070 to 1095, incl.) between industries, named on page 21, located on the Union Pacific R. R. and connections with connecting lines named in Item 1050.

Charges in Dollars and Cents per car.

BETWEEN	AND Connecting lines named in Item 1050.	
Industries named on page 21, and shown as located in the following groups (except as noted).	(Subject to Item 35) (See Note)	(Subject to Item 40)
Group 1 (Kansas City, Mo.)	$7.04	$8.14
Group 2 (Kansas City, Kan.)		
Interstate Traffic	(7)$7.04	(6)$8.14
Kansas Intrastate Traffic	(4)(7)$5.45	(6)$6.93

(6)When from or to the M.-K.-T. R. R. charge will be $6.93 per car.
(7)When on Grain, Grain Products and related Articles as described in Lists Nos. 1 to 10, inclusive, of Western Trunk Line Tariff No. 330-E, Agent L. E. Kipp's I. C. C. No. A-3073, supplements thereto and successive issues thereof, switching charge of $6.93 per car applies to and from Hart-Bartlett-Sturtevant Grain Company, River-Rail Elevator.

Note:—Also applies to and from connections with the Mo. Pac. R. R., on traffic interchanged with the Inland Waterways Corporation, operating the Federal Barge Lines.

Item No.	SWITCHING
1060	**DESCRIPTION OF KANSAS CITY, MO.-KAN. SWITCHING LIMITS.** All of the territory on and within the following described boundary: Beginning at the Cement Plant at Sugar Creek, Mo., on the Missouri River and on the tracks of the A. T. & S. F. Ry.; thence west along the south Bank of the Missouri River to Hannibal Bridge; thence north via the C. B. & Q. R. R. and Wabash Ry. tracks to and including Harlem, North Kansas City, Mo., and Kansas City Water Works and the loading and unloading dock of the Riverside Race Track (located in Clay County); thence via an imaginary straight line and crossing the Missouri River, thence following northern boundary of Fairfax Industrial District to Quindaro, Kan., inclusive; thence southwest via an imaginary straight line to 28th street and Mo. Pac. R. R., (that portion formerly K. C. N. W. R. R.) tracks; thence southwest via an imaginary line and crossing the Kaw River to Elevator "A" on the tracks of the A. T. & S. F. Ry. about one (1) mile east of Turner, Kan.; thence east via the tracks of the A. T. & S. F. Ry. to the Missouri-Kansas State Line; thence southwest via the St. L.-S. F. Ry. tracks to and including Kansas City Quarries Company, located at Campbell's Spur, Kan.; thence northeast via the St. L.-S. F. Ry. tracks to junction with the K. C. Terminal; thence east via K. C. Terminal tracks to Sheffield, Mo.; thence south via tracks of the St. L.-S. F. Ry. and Mo. Pac. R. R. to and including the plant of the Thomson Brothers Rock Company at 54th St. and Lister Avenue; thence north via tracks of the K. C. S. Ry. to junction with the A. T. & S. F. Ry.; thence northeast via the A. T. & S. F. Ry. to a point where that line passes over the K. C. S. Ry. tracks; thence east via the K. C. S. Ry. tracks to Sugar Creek; thence via an imaginary line to A. T. & S. F. Ry. tracks, Sugar Creek to point of beginning.
1065	**FAIRFAX INDUSTRIAL DISTRICT.** Fairfax Industrial District comprises territory served by the Union Pacific Railroad within the following boundaries: Beginning at Richmond Avenue and Missouri Pacific tracks, thence east to Missouri River; thence along the Missouri River north and west, to the east line of the Kansas City, Kansas, Water and Light Plant; thence south to Missouri Pacific R. R. and following the Missouri Pacific R. R. to Richmond Avenue. Bright Biscuit Company. Chrysler Motor Parts Corporation. Consolidated Products, Inc. Fairfax Airport, Inc. Fairfax Boat Yard. Freuhauf Trailer Company. Gable, H. S., Company. Gilman, J. P., Granite Company. Great Lakes Pipe Line Company. Kansas Service Grocers, Inc. Marley Company, The. Massey-Harris Harvester Company. Minneapolis-Moline Power Implement Co. Milk Producers Marketing Company. Phillips Petroleum Company. Phillips Pipe Line Company. Prichard, J. F., Company. Rearwin Airplanes, Inc. Sealright Co., Inc., and Oswego Falls Corp. Simmons Company. Small, W. J., Hay & Grain Company. Socony-Vacuum Oil Co., Inc. (White Eagle Division.) U. S. Army Aviation Base (Reserve). U. S. Naval Aviation Base (Reserve). Vita Rich, Incorporated. Wyandotte Transfer & Storage Company.

(4)Will not apply on movements of grain, grain screenings and grain products and other commodities, carloads, for which rates are provided in Western Trunk Line Freight Tariff No. 344-M, I. C. C. No. A-3063, supplements thereto or successive issues thereof. (Appln. 21-282)

SECTION 1.

EX. 236

Item No. | SWITCHING.

SWITCHING CHARGES FOR FAIRFAX INDUSTRIAL DISTRICT.

Between industries on Union Pacific R. R. within Fairfax Industrial District as described in Item 1065, $6.93 per car.

Between industries on Union Pacific R. R. in Fairfax Industrial District and industries on Union Pacific R. R. in Kansas City, Kan., west of Kaw River, $6.93 per car.

Between industries on Union Pacific R. R. in Fairfax Industrial District and industries on Union Pacific R. R. in Kansas City, Mo.-Kan., east of Kaw River, $8.91 per car.

Between Industries on Union Pacific R. R. in Fairfax Industrial District and track connections of connecting lines charges will be as follows:

Item No.	BETWEEN	AND	RATE PER CAR Subject to Item 35	RATE PER CAR Subject to Item 40
1070	Union Pacific R. R. track connection with C. G. W. R. R.	Industries in Fairfax District as described in Item 1065	②$7.04 ①*$5.45	②$8.91 ②$6.93
	Union Pacific R. R. track connection with other railroads in Kansas City, Mo.-Kan.	Industries in Fairfax District as described in Item 1065	②$7.04 ①*$6.93	$8.91

Except as otherwise specified, these switching charges will not apply on Sand and Gravel. See Western Trunk Line Tariff No. 154-Q, I. E. Kipp's I. C. C. No. A-2339 for rates.

*On Sand and Gravel, carloads, 1½ cents per 100 pounds, minimum weight 90% of marked capacity of car, except that when weight of shipment loaded to full visible capacity of car is less than 90% of marked capacity of car, the actual weight will apply.

②Applies only to Interstate Traffic.

①Applies only to Kansas Intrastate traffic.

KANSAS CITY FOOD TERMINAL DISTRICT.

1073 The Kansas City Food Terminal District comprises that portion of the Public Levee served by the Union Pacific Railroad east of Minnesota Avenue Extension, bounded on the north by Richmond Avenue extended, on the east by the Missouri River, and on the south by the Kaw River. (5406-2401-31)

SWITCHING CHARGES FOR KANSAS CITY FOOD TERMINAL DISTRICT. (See Item 1073)

Switching Charges between Track Connections with Other Railroads and Tracks in the Kansas City Food Terminal District.

Between track connections with other railroads and tracks in the Kansas City Food Terminal District charges will be as follows:

Item No.	ON	BETWEEN	AND	CHARGE PER CAR
1074	Commodities named in Note 1	Hold, inspection or team tracks in Kansas City Food Terminal District.	U. P. R. R. track connections with other railroads in Kansas City, Mo.-Kans.	$13.20 (See exception)
	All freight except sand and gravel.	Industry tracks in Kansas City Food Terminal District.	U. P. R. R. track connections with other railroads in Kansas City, Mo.-Kans.	$13.20 (See exception)

Exception.—On freight on which line haul has been performed by railroad, diverted or reconsigned as authorized in tariffs of inbound road haul carrier, lawfully on file with the Interstate Commerce Commission, or Kansas State Corporation Commission, from hold, inspection, team or industry tracks in the Kansas City Food Terminal District to destinations within or without the Kansas City, Mo.-Kans., switching district, the switching charges will be $6.60 per car for the inbound movement and $6.60 for the outbound movement, in addition to charges for diversion or reconsignment as are published for such service, except when the U. P. R. R. performs the inbound road haul no switching charge will be assessed.

Intra-Terminal Switching Charges, or Charges for Movements between the Kansas City Food Terminal District and Union Pacific Tracks in Kansas City, Mo.-Kans.

Between hold, inspection, team or industry tracks in the Kansas City Food Terminal District and industry tracks on the U. P. R. R. in Kansas City, Mo.-Kans., $13.20 per car (See exception).

Exception.—On commodities named in Note 1 on which a line haul has been performed by a connecting railroad and reswitched after having been set for delivery from hold, inspection, team or industry tracks in the Kansas City Food Terminal District to industry tracks (except interchange tracks) on the U. P. R. R. in Kansas City, Mo.-Kans., without shipment having broken bulk, the charge will be $6.60 per car.

(Concluded on following page)

30627

SECTION 1.

Item No. | SWITCHING.

SWITCHING CHARGES FOR KANSAS CITY FOOD TERMINAL DISTRICT—(Concluded)
Intradistrict Switching Charges, or Charges for Movements Wholly Within the Kansas City Food Terminal District.

Between hold, inspection, team and industry tracks, $13.20 per car (See exceptions).

Exceptions.—On commodities named in Note 1 on which a line haul has been performed by railroad and re-switched after having been set for delivery, the following will apply:

(a) From hold or inspection tracks to team or industry tracks, when shipment has not broken bulk, no charge (See Note 2).

(b) Between team and industry tracks, when shipment has not broken bulk, no charge (See Note 2).

1074 (Concluded) (c) Between team and industry tracks, or between industry tracks, after partial unloading, $3.30 per car.

Note 1.—Where reference is made to Note 1, the rates named will apply on commodities as follows:

Fruits and vegetables, fresh or green, including potatoes, onions, berries and melons.	Butter, butterine and margarine.	Boxes, crates and barrels.
Meats, fresh, cured, dried or smoked, and packing house products, edible.	Flour, meal and cereal food preparations, edible, N.O.S.	Box, crate and cooperage material.
Fish.	Canned food products.	Bakery goods.
Eggs.	Nuts, edible.	Table syrups and edible molasses.
Poultry, live or dressed.	Coffee and tea.	Beverages.
Cheese.	Rice.	Ice.
	Salt.	Soap and washing compound.
	Sugar.	
	Bags, bagging and wrapping paper.	

Note 2.—The term "broken bulk" used herein is not to be construed as applying to removal of samples of the lading of the cars for such purposes as inspection, grading, or testing (provided only such samples are removed from the premises or property of the railroad as are necessary to determine the grade of the commodity), nor to a car stopped in transit under tariff authority to partly unload or to complete loading. (5406-2401-31)

KANSAS CITY, MO.-KAN.

(a) Shippers or consignees who desire special movement of cars to or from connections with other lines, or to other locations on Union Pacific R. R., will be required to pay ⓘ$7.04 per switch, in addition to the regular switching rates.

(b) Lumber or other articles which require two or more cars for their transportation, shall be charged for at the minimum rate for each car used.

(c) Except as otherwise provided, cars switched between industries on the Union Pacific R. R. terminals, will be charged as follows:

1075 ⓘ$7.04 per car if switch is in connection with a line haul (see Item 35).
ⓘⓘ$8.14 per car if switch is Intra-Terminal (see Item 15).
ⓘ$8.14 per car if switch is Inter-Terminal (see Item 15).

(d) Cars switched from track connections of connecting lines to Union Pacific Freight House Platform track, east of the Kaw River, will be charged as follows:

ⓘ$7.04 per car if switch is in connection with a line haul (see Item 35).
ⓘⓘ$8.14 per car if switch is Inter-Terminal (see Item 15).

(e) Empty cars switched to or from any hold, repair, cleaning or icing track and to or from any icing track to any loading dock at same industry, no charge.

(f) On livestock received from or delivered to the Wabash Railway, at interchange tracks in Kansas City, Kansas, located between east end of the Kaw River bridge and the Kansas-Missouri State Line, for switch movement to or from loading and unloading chutes of the Kansas City Stock Yards Company, the switching charge will be $3.96 per car. This does not include trackage charge for use of Kansas City Connecting R. R. Company's tracks.

◆(g) On ice received from connecting lines at Armstrong and switched to City Ice Company, 18th and Muncie Streets, the switching charge will be $5.50 per car.

SWITCHING FROM TEAM, INSPECTION OR HOLD TRACKS IN KANSAS CITY, MO.-KAN., TO CONNECTING LINES

1080 When the consignee of an inbound shipment which has been placed on inspection, hold or team tracks, pays the charges thereon or receipts for the movement, thereby accepting delivery, and then orders the shipment switched to another road for rebilling as a new shipment, a switching charge of $3.96 will be assessed.

Exception—Provisions of this Item will not apply on shipments of Grain.

Will not apply on Kansas Intrastate Traffic.

◆Applicable to Kansas Intrastate traffic only.
ⓘApplies on Interstate traffic only, on Kansas Intrastate traffic a charge of $3.96 per car applies.
ⓘⓘApplies on Interstate traffic only, on Kansas Intrastate traffic a charge of $6.93 per car applies.
ⓘⓘⓘApplies on Interstate traffic only, on Kansas Intrastate traffic a charge of $5.45 per car applies.
ⓘWill not apply on movements of grain, grain screenings and grain products and other commodities, carloads, for which rates are provided in Western Trunk Line Freight Tariff No. 344-M, Agent L. E. Kipp's I. C. C. No. A-3063, or successive issues thereof.

(R.A. 25192-3) (WTL Appln. 21-253)

2694-2701

SUPPLEMENTS NOS. 2 AND 3 AND *NEBRASKA INTRASTATE SUPPLEMENTS N2 AND N4 CONTAIN ADDITIONS AND CHANGES

Supplement No. 3 to U. P. R. R.—I. C. C. No. 4710

CANCELS SUPPLEMENT NO. 1

FX

MAR 1 1 P.M.

SUPPLEMENT NO. 3

TO

U. P. R. R. TARIFF NO. 105-J

COLO. P. U. C. NO. 427* UTAH P. S. C. NO. 545 WYO. P. S. C. NO. 496

CANCELS SUPPLEMENT NO. 1

UNION PACIFIC RAILROAD COMPANY

IN CONNECTION WITH PARTICIPATING CARRIERS NAMED ON PAGE 2 OF TARIFF

LOCAL AND JOINT FREIGHT TARIFF

APPLYING AT STATIONS ON U. P. R. R. IN COLORADO, IOWA, KANSAS, MISSOURI, NEBRASKA, UTAH (OGDEN AND EAST), AND WYOMING (EXCEPT NORTHWEST OF GRANGER).

CONTAINING

SWITCHING RATES AND ABSORPTIONS,

JOINT SWITCHING RATES WITH CONNECTING LINES AS SPECIFIED HEREIN

AND

TRANSFER CHARGES AT JUNCTION POINTS

FROM

DEPOTS OF THE UNION PACIFIC RAILROAD

TO

DEPOTS OF CONNECTING LINES

ALSO SHOWING

JUNCTION POINTS AT WHICH THERE ARE TRACK CONNECTIONS

*NOT FILED WITH I. C. C.

ISSUED FEBRUARY 26, 1940

EFFECTIVE MARCH 31, 1940
(EXCEPT AS OTHERWISE PROVIDED HEREIN)

L. T. WILCOX,
GENERAL FREIGHT TRAFFIC MANAGER,
OMAHA, NEBRASKA

ISSUED BY
F. W. McMANUS,
CHIEF OF TARIFF BUREAU, U. P. R. R.
1416 DODGE ST., OMAHA, NEBR.

KLOPP PRINTING CO., OMAHA

FILE 6

(1300)

3069

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[fol. 2702] Supplement No. 3 to U. P. R. R. Tariff No. 105-J.

Item No. (1) 2633

Absorptions

Kansas City, Mo.

Exceptions to General Switching Absorptions Authorized under Item No. 2630-A, or as Amended, on Shipments to or from Hold, Inspection or Team Tracks of Kansas City Southern Ry., at Second and Wyandotte Streets.

On carload shipments originating at or destined to Hold, Inspection or Team Tracks of Kansas City Southern Ry., at Second and Wyandotte Streets, switching charge of the Kansas City Southern Railway will be absorbed as indicated below, subject to minimum net revenue required under Item No. 2565.

When the U. P. R. R. Co., performs Road-haul service as:	On	K. C. S. Ry. Co. Switching Charges Absorbed. (See Note A below)
Inbound Carrier	Carload shipments destined to Hold, Inspection or Team Tracks of Kansas City Southern Ry., at Second and Wyandotte Streets.	$13.20 (Inbound)
Outbound Carrier	[Fol. 2703] Carload shipments originating at Hold, Inspection or Team Tracks of Kansas City Southern Ry., at Second and Wyandotte Streets.	$13.20 (Outbound)
Inbound Carrier	Carload shipments diverted or reconsigned from Hold, Inspection or Team Tracks of Kansas City Southern Ry., at Second and Wyandotte Streets: (1) To a destination within the Kansas City, Mo.-Kan. Switching limits as described in Item No. 1060.	$6.60 (Inbound) and $6.60 (Outbound)

	(2) To a destination beyond the Kansas City, Mo.-Kan. Switching limits as described in Item No. 1060.	$6.60 (Inbound)
Outbound Carrier	[fols. 2704-2706] Carload shipments diverted or reconsigned under authorized tariff of inbound road-haul carrier, from Hold, Inspection or Team Tracks of Kansas City Southern Ry., at Second and Wyandotte Streets, to destination beyond the Kansas City, Mo.-Kan. Switching limits as described in Item No. 1060.	$6.60 (Outbound)

Note A.—If switching charge is in excess of this amount, excess will be in addition to the line haul rate.

Section No. 3

Item No. 2675-A Cancels 2675

Drayage and Transfer Charges

Application

When joint rates are not published, the transfer charge named herein will be in addition to the sum of the local rates, except that on competitive traffic (see Note A) to points on connecting lines, the transfer charge at Denver, Colo., will be absorbed by the Union Pacific Railroad.

[fol. 2707] U. P. Exhibit No. 237

Bernice Jackson

Mar. 14 1940

Interstate Commerce Commission

Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 4 to Wabash Rail-

way Company Local Terminal Tariff No. M-10019, I. C. C. No. 7160, said schedule having been filed with the said Interstate Commerce Commission on January 6, 1940.

The stamp addition appearing on the copy hereto attached is expressly excluded from this certification, as no such addition appears on said schedule so filed.

(This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission, 1887.)

(A red wavy line runs diagonally across center of page.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signature in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

(Here follow 3 photolithographs, side folios 2708-2710)

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U.P. EXHIBIT NO. 237

2708

SUPPLEMENT NO. 4 TO P.S.C. NO. NO 992 CANCELS SUPPLEMENT NO. 3

SUPPLEMENT NO. 4 TO I.C.C. NO. 7160 CANCELS SUPPLEMENT NO. 3

SUPPLEMENT NO. 4 CONTAINS ALL CHANGES FROM THE ORIGINAL TARIFF THAT ARE EFFECTIVE ON THE DATE HEREOF.

EX 237 Jessie Jackson MAR 1 = 1940

WABASH RAILWAY COMPANY

NORMAN B. PITCAIRN AND FRANK C. NICODEMUS, Jr., Receivers

1/6/40

SUPPLEMENT NO. 4
CANCELS SUPPLEMENT NO. 3
SUPPLEMENT NO. 4 CONTAINS ALL CHANGES

TO

LOCAL TERMINAL TARIFF
NO. M-10019

NAMING

SWITCHING CHARGES

BETWEEN	AND
INDUSTRIES ON THE WABASH RY. AT KANSAS CITY AND NORTH KANSAS CITY, MO.	CONNECTIONS OF THE WABASH RY. AT KANSAS CITY, MO. AND NORTH KANSAS CITY, MO.

ON TRAFFIC ORIGINATING AT OR DESTINED BEYOND THE KANSAS CITY SWITCHING DISTRICT (SEE ITEM 5 OF TARIFF, AS AMENDED)

INDUSTRIES AND TEAM TRACKS ON THE WABASH RY. AT KANSAS CITY AND NORTH KANSAS CITY, MO.	INDUSTRIES AND TEAM TRACKS ON THE WABASH RY. AT KANSAS CITY AND NORTH KANSAS CITY, MO., ALSO CONNECTIONS IN KANSAS CITY, MO. AND NORTH KANSAS CITY, MO.

WHEN ENTIRE MOVEMENT IS WITHIN THE KANSAS CITY SWITCHING DISTRICT (SEE ITEM 5 OF TARIFF, AS AMENDED)

ALSO

SWITCHING AND ABSORPTIONS AT KANSAS CITY, MO. AND NORTH KANSAS CITY, MO.

AND

DRAYAGE AND INTERCHANGE OF TRAFFIC

ISSUED JANUARY 6, 1940.

EFFECTIVE FEBRUARY 7, 1940.
(EXCEPT AS OTHERWISE PROVIDED HEREIN).

C. H. STIMSON,
GEN'L.FRT. TRAFFIC MGR.,
ST. LOUIS MO.

C. J. SAYLES,
FRT. TRAFFIC MGR.,
ST. LOUIS, MO.

A. E. RICHARDSON,
GENERAL FREIGHT AGENT,
ST. LOUIS, MO.

E. E. ALDERSON,
ASS'T. GEN'L.FRT. AGENT,
KANSAS CITY, MO.

ISSUED BY:
L. R. MOBLEY, C.T.O.,
611 OLIVE STREET,
ST. LOUIS, MO.

30741A

REFER TO TARIFF, AS AMENDED, AND CORRECT:

GENERAL RULES AND APPLICATION OF RATES AND CHARGES

ITEM	SUBJECT	APPLICATION
B 5-A CANCELS 5	DESCRIPTION OF KANSAS CITY SWITCHING LIMITS	ALL THE TERRITORY ON AND WITHIN THE FOLLOWING DESCRIBED BOUNDARY: BEGINNING AT CEMENT PLANT AT SUGAR CREEK, MO., ON THE MISSOURI RIVER, AND ON THE TRACKS OF THE A.T.& S.F.RY.; THENCE WEST ALONG THE SOUTH BANK OF THE MISSOURI RIVER TO THE HANNIBAL BRIDGE; THENCE NORTH VIA THE C.B.& Q.R.R. AND WABASH RAILWAY CO. TRACKS INCLUDING NORTH KANSAS CITY, MO. AND KANSAS CITY WATERWORKS AND THE LOADING AND UNLOADING DOCK OF THE RIVERSIDE RACE TRACK, LOCATED IN CLAY COUNTY, MO.; THENCE VIA, AN IMAGINARY LINE AND CROSSING THE MISSOURI RIVER TO AND INCLUDING ORIENDARD, KAN.; THENCE SOUTHWEST VIA AN IMAGINARY LINE TO 28TH STREET, AND MO. PAC. R.R. TRACKS (K.C.H.& S. DIVISION); THENCE SOUTHWEST VIA AN IMAGINARY LINE AND CROSSING THE KAW RIVER TO ELEVATOR "A" ON THE TRACKS OF THE A.T.& S.F.RY., ABOUT ONE (1) MILE EAST OF TURNER, KAN.; THENCE EAST VIA TRACKS OF THE A.T.& S.F.RY. TO MISSOURI-KANSAS STATE LINE; THENCE SOUTHWEST VIA THE ST.L.-S.F.RY. CO. TRACKS TO AND INCLUDING ROSEDALE, KAN.; THENCE NORTHEAST VIA THE ST.L.-S.F.RY. CO. TRACKS TO JUNCTION WITH THE KANSAS CITY TERMINAL RY.; THENCE EAST VIA THE KANSAS CITY TERMINAL RY. TO SHEFFIELD, MO.; THENCE SOUTH VIA THE TRACKS OF THE ST.L.-S.F.RY. CO. AND MO. PAC R.R. TO CENTROPOLIS MO., LEEDS, AND BELT JUNCTIONS, ALSO TO AND INCLUDING THE PLANT OF THE THOMSON BROTHERS ROCK CO. AT 54TH ST. AND LISTER AVE., AND THE KANSAS CITY QUARRIES CO. AT CAMPBELL'S SPUR, KAN.; THENCE NORTH VIA TRACKS OF THE KANSAS CITY SOUTHERN RY. TO JUNCTION WITH THE A.T.& S.F.RY.; THENCE NORTHEAST VIA THE A.T.& S.F.RY. TO A POINT WHERE THAT LINE CROSSES THE K.C.S.RY. TRACKS; THENCE EAST VIA THE K.C.S.RY. TRACKS TO SUGAR CREEK, MO. THENCE EAST VIA TRACKS OF THE A.T.& S.F.RY. TO THE PLACE OF BEGINNING.
		ABSORPTION RULES AND EXCEPTIONS THERETO
D 140-A CANCELS 140	GENERAL ABSORPTION	(A) ON CARLOAD SHIPMENTS TO OR FROM INDUSTRIES (SEE NOTE) WITHIN THE KANSAS CITY SWITCHING LIMITS (AS DESCRIBED IN ITEM 5), THE WABASH RAILWAY WILL ABSORB SWITCHING CHARGES OF OTHER ROADS, INCLUDING INTERMEDIATE SWITCHING EXPENSE, IF ANY, AS SHOWN IN TARIFFS LAWFULLY ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND PUBLIC SERVICE COMMISSION OF MISSOURI (SEE EXCEPTION IN ITEMS 150 TO 190), INCLUSIVE. NOTE - THIS RULE WILL ALSO GOVERN TRAFFIC WHICH HAS BEEN ACCORDED STORING OR OTHER TRANSIT PRIVILEGE, WHETHER SUCH TRAFFIC IS HANDLED UNDER THROUGH PUBLISHED RATES OR ON COMBINATION OF LOCALS, UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY. (B) THE WABASH RAILWAY COMPANY WILL ABSORB INTERMEDIATE SWITCHING CHARGES AS SHOWN IN TARIFFS LAWFULLY ON FILE WITH THE INTERSTATE COMMERCE COMMISSION AND PUBLIC SERVICE COMMISSION OF MISSOURI ON THROUGH BUSINESS DELIVERED CONNECTING LINES AT KANSAS CITY, MO., WHETHER MOVING UNDER THROUGH PUBLISHED TARIFF RATES OR ON COMBINATION OF LOCALS, UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN TARIFFS.
		EXCEPTIONS TO GENERAL ABSORPTION RULE
E 155-A CANCELS 155	NET REVENUE REQUIREMENTS	ALL ABSORPTIONS HEREIN PROVIDED FOR WILL NOT APPLY EXCEPT AS FOLLOWS, AND EXCEPT AS OTHERWISE PROVIDED HEREIN: THE AMOUNT ABSORBED MUST NOT RESULT IN LESS THAN A TOTAL NET REVENUE FOR THE WABASH RAILWAY CO. OR THE WABASH RY. AND ITS CONNECTIONS, AFTER ALL ABSORPTIONS HAVE BEEN MADE, OF $11.00 PER CAR ON EMPTY BEER PACKAGES, $13.20 PER CAR ON LIVE STOCK, AND $20.35 PER CAR ON ALL OTHER CARLOAD FREIGHT.
E 165-A CANCELS 165	SHIPMENTS TO AND FROM KANSAS CITY FRUIT ACTION CO.	KANSAS CITY FRUIT ACTION CO. - IN NO CASE WILL THE ABSORPTION ON CARLOAD SHIPMENTS TO AND FROM THE KANSAS CITY FRUIT AUCTION CO. HOUSE, LOCATED ON MISSOURI PACIFIC R.R.CO., BE MORE THAN $[illegible].96 PER CAR.

FOR EXPLANATION OF REFERENCE MARKS, SEE PAGE 3.

30724B

SUPPLEMENT NO. 4 TO WABASH RY. I.C.C. NO. A-10015 EX 237 Bernice Jackson MAR 1 4 1940

ITEM	SUBJECT	APPLICATION
		ABSORPTION RULES AND EXCEPTIONS THERETO EXCEPTIONS TO GENERAL ABSORPTION RULE

ON CARLOAD SHIPMENTS ORIGINATING AT OR DESTINED TO KANSAS CITY FOOD TERMINAL DISTRICT, SWITCHING CHARGES OF THE UNION PACIFIC R.R. (SEE ITEM 10) WILL BE ABSORBED AS INDICATED BELOW, SUBJECT TO THE PROVISIONS OF ITEM 155.

		WHEN WABASH RY. RECEIVED A ROAD-HAUL MOVEMENT AS:	ON	UNION PACIFIC R.R. SWITCHING CHARGES ABSORBED (SEE ITEM 15)
167-A CELS 167	SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT	INBOUND CARRIER	CARLOAD SHIPMENTS DESTINED TO HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN KANSAS CITY FOOD TERMINAL DISTRICT.	$13.20 (INBOUND) (SEE EXCEPTION BELOW)
		OUTBOUND CARRIER	CARLOAD SHIPMENTS ORIGINATING AT HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN KANSAS CITY FOOD TERMINAL DISTRICT.	$13.20 (OUTBOUND) (SEE EXCEPTION BELOW)
			EXCEPTIONS	
		INBOUND CARRIER	CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED FROM HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN THE KANSAS CITY FOOD TERMINAL DISTRICT: 1) TO A DESTINATION WITHIN THE KANSAS CITY, MO.-KAN. SWITCHING LIMITS DESCRIBED IN ITEM 5. 2) TO A DESTINATION BEYOND THE KANSAS CITY, MO.-KAN. SWITCHING LIMITS DESCRIBED IN ITEM 5.	$6.60 (INBOUND) AND $6.60 (OUTBOUND) [$ (SEE ①) $6.60 (INBOUND)
		OUTBOUND CARRIER	CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED UNDER AUTHORIZED TARIFFS OF INBOUND ROADHAUL CARRIERS, FROM HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN THE KANSAS CITY FOOD TERMINAL DISTRICT TO DESTINATIONS BEYOND THE KANSAS CITY, MO.-KANS. SWITCH LIMITS, DESCRIBED IN ITEM 5.	$6.60 (OUTBOUND)

ON CARLOAD SHIPMENTS ORIGINATING AT OR DESTINED TO HOLD, INSPECTION OR TEAM TRACKS ON KANSAS CITY SOUTHERN RY. AT 2ND AND WYANDOTTE STREETS, SWITCHING CHARGES OF THE KANSAS CITY SOUTHERN RY. (SEE ITEM 10) WILL BE ABSORBED AS INDICATED BELOW, SUBJECT TO THE PROVISIONS OF ITEM 155.

		WHEN WABASH RY. RECEIVED A ROAD-HAUL MOVEMENT AS:	ON	THE KANSAS CITY SOUTHERN RY. SWITCHING CHARGES ABSORBED (SEE ITEM 15)
168	SHIPMENTS TO OR FROM 2ND AND WYANDOTTE STREETS (ON K.C.S.RY.)	INBOUND CARRIER	CARLOAD SHIPMENTS DESTINED TO HOLD, INSPECTION OR TEAM TRACKS ON K.C.S.RY. AT 2ND AND WYANDOTTE STREETS.	$13.20 (INBOUND) (SEE EXCEPTION BELOW)
		OUTBOUND CARRIER	CARLOAD SHIPMENTS ORIGINATING AT HOLD, INSPECTION OR TEAM TRACKS ON K.C.S.RY., AT 2ND AND WYANDOTTE STREET.	$13.20 (OUTBOUND) (SEE EXCEPTION BELOW)
			EXCEPTIONS	
		INBOUND CARRIER	CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED FROM HOLD, INSPECTION OR TEAM TRACKS ON K.C.S.RY. AT 2ND AND WYANDOTTE STREETS: 1) TO A DESTINATION WITHIN THE KANSAS CITY, MO.-KAN. SWITCHING LIMITS DESCRIBED IN ITEM 5 2) TO A DESTINATION BEYOND THE KANSAS CITY, MO.-KAN. SWITCHING LIMITS DESCRIBED IN ITEM 5	$6.60 (INBOUND) AND $6.60 (OUTBOUND) (SEE ①) $6.60 (INBOUND)
		OUTBOUND CARRIER	CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED UNDER AUTHORIZED TARIFFS OF INBOUND ROADHAUL CARRIERS, FROM HOLD, INSPECTION OR TEAM TRACKS OF K.C.S.RY. AT 2ND AND WYANDOTTE STREETS TO DESTINATIONS BEYOND THE KANSAS CITY, MO.-KAN. SWITCH LIMITS, DESCRIBED IN ITEM 5.	$6.60 (OUTBOUND)

& REDUCTION.
$ ADDITION.

① SWITCHING CHARGES OF CONNECTING LINES BEYOND THE K.C.S.RY. OR UNION PACIFIC RY., AS THE CASE MAY BE, WILL BE IN ADDITION TO LINE HAUL RATES.

[R] REISSUED FROM SUPPLEMENT NO. 1, EFFECTIVE AUGUST 10, 1939.

[R] REISSUED FROM SUPPLEMENT NO. 3, EFFECTIVE JANUARY 1, 1940.

EX 237 Bernice Jackson MAR 1 4 1940

3074C

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[fol. 2711] U. P. Exhibit No. 238

Bernice Jackson

Mar. 14 1940

Interstate Commerce Commission

Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 25 to St. Louis-San Francisco Railway Company, Freight Tariff No. 1069-W, I. C. C. No. 10862, said schedule having been filed with the said Interstate Commerce Commission on November 25, 1939.

(A wavy red line runs diagonally across center of page.)
(This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission, 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signature in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

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EXHIBIT NO. 238

2712

Supplement No. 24 to
Ark. C. C. No. 423
Cancels Supplements Nos. 19, 21 and 23
Supplement No. 24 contains all changes from the original tariff that that are effective on the date hereof.

Supplement No. 27 to
P. S. C.-Mo. No. 1584
Cancels Supplements Nos. 19, 23, 25 and 26
Supplement No. 27 contains all changes from the original tariff that that are effective on the date hereof.

Supplement No. 25 to
I. C. C. No. 10862
Cancels Supplements Nos. 19, 22 and 24
Supplement No. 25 contains all changes from the original tariff that that are effective on the date hereof.

FRISCO

(J. M. Kurn and John G. Lonsdale, Trustees)

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

SUPPLEMENT No. 28 TO

FREIGHT TARIFF No. 1069-W

Cancels Supplements Nos. 20, 24, 26 and 27
Supplement No. 28 contains all changes from the original tariff that are effective on the date hereof.

Stamp Here

Date Received

OF

SWITCHING CHARGES AND RULES

ALSO

ABSORPTIONS, RENTAL CHARGES, TRACK CONNECTIONS AND TRANSFER CHARGES

In Cents Per Car, Except as Noted

AT

LOCAL AND JUNCTION POINTS ON THE ST. LOUIS-SAN FRANCISCO RY.

Governed, except as otherwise provided herein, by Western Classification No. 68, Agent R. C. Fyfe's I. C. C. No. 38, Art. R. C.-W. C. No. 11, P. S. C.-Mo. W. C. No. 17, and by supplements to or successive issues of said publication.

ISSUED NOVEMBER 24, 1939

EFFECTIVE DECEMBER 29, 1939
(Except as otherwise provided herein)

Issued by
J. M. STRUPPER,
Assistant Freight Traffic Manager,
906 Olive Street,
ST. LOUIS, MO.

(R.J.S.—6700) PLATEGRAPHED BY JOHN S. DUFFY CO., INC. ST. LOUIS, CHICAGO, NEW YORK, CINCINNATI (PRINTED IN U.S.A.) 7462

30272

2713-2737

Supplement 28 to Frisco 1088-M

CORRECTION NOTICE

Title page of Supplement No. 19 to P.S.C.-Mo. No. 1584, where now reading:
"Cancels Supplements Nos. 6, 12, 14, 17 and 18"
is hereby changed to read:
"Cancels Supplements Nos. 6, 12, 14 and 18"
account Supplement No. 17 not on file with Missouri Public Service Commission.

TABLE OF CONTENTS

As shown on Pages 2 to 11, inclusive, of Tariff, with the following additions:

SUBJECT	ITEM
Absorption of:	
Birmingham Belt Switching Charges on Iced Refrigerator Cars at Birmingham, Ala..	2102
Connecting Lines' Switching Charge on Fibreboard Boxes at St.Louis, Mo..	1522
J.-P. Switching Charges on Coal at Howe and Pittsburg,Kan.	891
Mo.Pac. Switching on Cotton Linters, Cottonseed Hull Fibre or Shavings at Sikeston, Mo..	963
Un.Pac. Switching on Carload Shipments to or from Kansas City Food Terminal District	1937
Absorption on:	
Coal, at Howe and Pittsburg,Kan.	891
Cotton Linters	963
Cottonseed Hull Fibre or Shavings.	963
Fibreboard Boxes	963
Lumber and Related Articles at Columbus, Miss.	1522
Refrigerator Cars, Iced, empty	1087
Shipments, Carload, to or from Kansas City Food Terminal District	2102
Absorptions at Birmingham, Ala.	1937
Absorptions at Sikeston, Mo..	2102
Absorptions from Industries on Connecting Lines at St.Louis, Mo..	963
Birmingham, Ala., absorption of switching charges on Iced Refrigerator Cars, at	1522
Cars, loaded or empty, switching charges on, at Joplin, Mo.	2102
Charges, weighing on carload shipments originating at Plant of the Hope Heading Co., on track scales of the Mo.Pac. at Hope, Ark..	376
Coal, intra-plant switching charge on at stations in Alabama	868
Intra-plant switching charge on Coal at stations in Alabama	203
Joplin, Mo., switching charge on loaded or empty cars	203
North Birmingham, Ala., Iced Refrigerator Cars, moved empty from industries, at	376
Switching (on):	2102
Boxes, Fibreboard, at St.Louis, Mo.	1522
Carload Shipments originating at or destined to Kansas City Food Terminal District, in connection with Un.Pac.	1937
Cars, loaded or empty at Joplin, Mo.	203
Coal, intra-plant at stations in Alabama	868
Coal, at Howe and Pittsburg, Kan..	891
Coke, carloads	876
Cotton, at Sikeston, Mo.	1937
Gravel, at Pacific, Mo..	780
Sand, at Pacific, Mo.	821,822
Weighing charge on carload shipments originating at Plant of the Hope Heading Co.	821,823
	868

EXPLANATION OF ABBREVIATIONS

Are as shown on page 12 of Tariff, with the following change:

ABBREVIATION	EXPLANATION
S.W.M. . . .	(7) Southwest Missouri Railroad Co., The (F.C. Wallower, Trustee) . . . . . (22) Cancel

INDEX OF STATIONS AT WHICH ABSORPTIONS, SWITCHING CHARGES, TRACK CONNECTIONS AND TRANSFER CHARGES ARE SHOWN

Are as shown on pages 12, 13 and 14 of Tariff, as amended, with following additions, cancellations and changes:

STATIONS	Absorptions	SWITCHING		Track Connection and Transfer Charges	STATIONS	Absorptions	SWITCHING		Track Connection and Transfer Charges
	Item	Item	Page	Item		Item	Item	Page	Item
Baxter Jct.. .Kan.	...	550	...	2205	Sheffield. . . Mo.	...	...	...	1835,1885
Columbus . . Miss.	1087	...	...	...	Sikeston . . . Mo.	840,960,963	780	39	2815
Jasper . . . .Ala.	...	122	...	...		Cancel account abandoned,effective October 6,1939. Issued on ten (10) days' notice under authority of Interstate Commerce Commission Certificate of Public Convenience and Necessity in Finance Docket No.12423 of August 22,1939.			
Kansas City. .Kan.	1937	...	...	...					
Kansas City. . Mo.	1937	...	...	...					
Marquette. . . Mo.	...	†706	...	....	(21) Williams-ville . . . . Mo.				
		685							
		815							
Pacific. . . . Mo.	840	820	38	2710					
		821							
		823							

† In original Tariff.
(2) Account now part of the Northeast Oklahoma Railroad.
(7) Reissued from Supplement No. 7, effective July 5, 1939.
(21) Reissued from Supplement No. 21 to P.S.C.-Mo. No.1584, effective September 20, 1939.
(21A) Reissued from Supplement No. 21 to I.C.C. No. 10882, Supplement No. 22 to P.S.C.-Mo. No. 1584, effective October 6, 1939.
For explanation of abbreviations, see page 12 of Tariff, as amended.

3078

Supplement 28 to Frisco 1066-M

SECTION NO. 6
(See Page 74 of Tariff)
SWITCHING CHARGES

ITEM	ON	BETWEEN	AND	CHARGE
(R) 1625-A Cancels 1625	All Freight. (B-3000)	(SD) Rosedale, Kan.	St.L.-S.F. Team Tracks at: 29th & Southwest Blvd. . . . . . Clinton Street . . . . . . Coburg,Mo. . . . . . Sheffield,Mo.. . . . . . Industries on St.L.-S.F. in Groups below. (See pages 80 and 81 of Tariff, as amended) Group No. 1 . . . . . . Group No. 3 . . . . . . Group No. 4 . . . . . . Group No. 6 . . . . . . Group No. 7	660 660 ● 990 704 825 1650 660 660

Charges in Column "A" apply as follows: On carload freight originating or destined points outside of the switching limits of Kansas City, Mo.-Kan., switched to and from industries located on St.L.-S.F. tracks, sidings or public team tracks located in Kansas City, Mo.-Kan. switching district. (See Item 1685).

Charges in Column "B" apply as follows: On carload freight originating points on connecting lines within the switching limits of Kansas City, Mo.-Kan. (see Item 1625), when switched to industries on the St.L.-S.F. within the switching limits of Kansas City, Mo.-Kan., except as otherwise provided and except when joint switching charges are in effect.

ITEM	ON	BETWEEN	AND	CHARGE	
				Column A	Column B
(R) 1690-A Cancels 1690	Grain,Grain Products or Alfalfa Meal,as described in tariffs lawfully on file with the Interstate Commerce Commission and Missouri Public Service Commission,naming rates from Kansas City,Mo. # Applicable only on Alfalfa Meal.	Industries at Kansas City,Mo. or Rosedale,Kan.,located on the rails of the St.L.-S.F. within the Kansas City switching district (see Item 1625), except Crook's Terminal Warehouse, Crook's Brokers Warehouse and Milgram Food Stores.	Alton A.T.& S.F. C.B.& Q. C.G.W. C.M.St.P.& P. C.R.I.& P. K.C.S. K.C.T. M.-K.-T. Mo.Pac. Un.Pac. Wabash	693	#691

EXCEPTIONS TO GENERAL ABSORPTION RULES

ITEM	SUBJECT	EXPLANATION		
(E) 1937-A Cancels 1937	Shipments to or from Kansas City Food Terminal District.	On carload shipments originating at or destined to Kansas City Food Terminal District, switching charges of the Union Pacific R.R. will be absorbed as indicated below, subject to the provisions of Item 1645.		
		When St.L.-S.F. Ry. Received a Road-Haul Movement as:	ON	Union Pacific R.R. Switching Charge Absorbed (See Note A)
		Inbound Carrier . .	Carload shipments destined to Hold, Inspection,Team or Industry Tracks in Kansas City Food Terminal District.	1320 (Inbound) (See Exception)
		Outbound Carrier. .	Carload shipments originating at Hold,Inspection,Team or Industry Tracks in Kansas City Food Terminal District.	1320 (Outbound) (See Exception)

(Concluded on following page)

(E) Effective January 14, 1940.
(C) Cancel account no team track at Coburg, Mo. See Sheffield, Mo.
(SD) Applicable at Rosedale, Kan. station on St.L.-S.F. in connection with rates between Rosedale, Kan. and points in Kansas.
(R) Reissued from Supplement No.18, effective September 24, 1939.
(R) Reissued from Supplement No.21 to I.C.C. No. 10862, Supplement No. 20 to Ark. C.C. No. 423, Supplement No. 22 to P.S.C.-Mo. No. 1564, effective October 28, 1939.
For explanation of abbreviations, see page 12 of tariff, as amended.

3079

Supplement 89 to Prisco 1088-W

SECTION 102.6
(See Page 74 of Tariff)
ABSORPTIONS

EXCEPTION OF GENERAL ABSORPTION RULES

ITEM	SUBJECT	EXPLANATION		
		On carload shipments originating at or destined to Kansas City Food Terminal District, switching charges of the Union Pacific R.R. will be absorbed as indicated below, subject to the provisions of Item 1645.		
		When St.L.-S.F. Ry. Received a Road-Haul Movement as:	On	Union Pacific R.R. Switching Charge Absorbed (See Note A)
		EXCEPTIONS		
1927-A Cancels 1927 (Concluded)	Shipments to or from Kansas City Food Terminal District.	Inbound Carrier . .	Carload shipments diverted or reconsigned from Hold, Inspection, Team or Industry Tracks in the Kansas City Food Terminal District: (1) To a destination within the Kansas City, Mo.-Kan. switching limits (see Item 1625) (2) To a destination beyond the Kansas City, Mo.-Kan. switching limits (see Item 1625)	660 Inbound and 660 Outbound 660 Inbound
		Outbound Carrier. .	Carload shipments diverted or reconsigned, under authorized tariffs of Inbound road haul carrier, from Hold, Inspection, Team or Industry Tracks in the Kansas City Food Terminal District to destinations beyond the Kansas City, Mo.-Kan. switching limits (see Item 1625)	660 Outbound
	NOTE A—If switching charge is in excess of amount shown A, such excess will be in addition to the line haul rate.			

SECTION NO. 7
(See Page 84 of Tariff)
ABSORPTIONS

LESS THAN CARLOAD SHIPMENTS INTERCHANGED AT MEMPHIS, TENN.

ITEM 2065-A Cancels 2065.

The drayage charge on less than carload shipments interchanged at Memphis, Tenn. will be 5 cents per 100 pounds (see Exception).

EXCEPTION—Iron Safes, Machinery and Parts weighing, viz.:

1,000 pounds but less than 1,500 pounds	17 cents per 100 pounds.
1,500 pounds but less than 2,000 pounds	22 cents per 100 pounds.
2,000 pounds or more	28 cents per 100 pounds.
Boilers, weighing 1,000 pounds or more	22 cents per 100 pounds.
Agricultural Implements, weighing 1,000 pounds or more	11 cents per 100 pounds.

Transfer charges will be disposed of as follows:

(a) On less than carload traffic moving on published through rates via Memphis, Tenn., through transfer charge between the depots of rail lines will be paid and absorbed by the delivering lines.

(b) On less than carload traffic moving on published through rates via Memphis, Tenn. in connection with Inland Waterways Corporation, the transfer charge between St.L.-S.F. depot and Inland Waterways Corporation docks at Memphis, Tenn., will be absorbed by delivering lines.

(c) On less than carload traffic moving via Memphis, Tenn. in connection with boat lines where no through rates are in effect, the transfer charge between the depots of the rail lines and the wharf boats will be paid by the delivering line and added to the billing, same to be in addition to the through rates.

(d) On less than carload traffic moving via Memphis, Tenn. where no through rates are in effect originating non-competitive points and destined non-competitive points, the transfer charge between the depots of rail lines will be paid by the delivering line and added to the billing, same to be in addition to the through rates.

(e) On all other less than carload traffic moving via Memphis, Tenn. where no published through rates are in effect, the transfer charge between the depots of rail lines will be paid and absorbed by the delivering carrier.

CANCELLATION NOTICE:--Exception formerly shown herein and not brought forward is cancelled account obsolete. (SFA-19481)

LIST OF INDUSTRIES AT MEMPHIS, TENN., LOCATED ON THE ST.L.-S.F.

Amends page 88 and cancels same industries on page 88 of Tariff.

INDUSTRY	LOCATION
National Butane Gas Co. .	Yale Yard (B-1858)
National Carloading Company.	Riverside Drive and Parkway. Cancel.
National Carloading Company.	Calhoun and Kentucky Street.
Southport Tennessee Corp., Inc. .	Yale Yard (B-1858)

▲ Denotes change in wording which results in neither increase nor reduction in charges.
(R) Effective January 14, 1940.
(1) Reissued from Supplement No. 16, effective September 6, 1939.
(2) Reissued from Supplement No. 18, effective September 24, 1939.
For explanation of abbreviations, see page 12 of Tariff, as amended.

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[fol. 2741] U. P. Exhibit No. 239

Bernice Jackson

Mar. 14 1940

Interstate Commerce Commission

Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached, is a true copy of Supplement No. 7 to The Alton Railroad Company Tariff No. 2-0, I. C. C. No. 177, said schedule having been filed with the said Interstate Commission Commission on November 3, 1939.

(A wavy red line runs diagonally across the center of the page.)

(This exhibit is hel*f* together with blue ribbon and seal of the Interstate Commerce Commission in red, 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

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Supplement No. 9
To
Ill. C. C. No. 106
Cancels Supplement No. 4
Supplements Nos. 1, 2, *7, 8 and 9 contain all changes from the original tariff that are effective on the date hereof.

U. P. EXHIBIT NO. 239
Supplement No. 5
To
P. S. C.-Mo. No. 52
Supplements Nos. 1, 4 and 5 contain all changes from the original tariff that are effective on the date hereof.

2742
Supplement No.
To
I. C. C. No. 177
Cancels Supplement No. 3
Supplements Nos. 1, 2, 6 and 7 contain all changes from the original tariff that are effective on the date hereof.

(Vacation Supplement (Ill. C. C. Order No. 27720).
*Applies on Illinois Intrastate traffic only.

EX 239
Bernice Jackson MAR 14 1940

Supplement No. 9
To

TARIFF NO. 2-O

Cancels Supplement No. 4

Supplements Nos. 1, 2, *7, 8 and 9 contain all changes

THE ALTON RAILROAD COMPANY

FREIGHT TRAFFIC DEPARTMENT

IN CONNECTION WITH

PARTICIPATING CARRIERS NAMED ON PAGE 4 OF TARIFF

Supplement To

Received....., 1939
Posted....., 1939

FREIGHT TARIFF

NAMING

LIST OF INDUSTRIES, ETC.

LOCATED ON TRACKS OF

THE ALTON RAILROAD

AND

CONNECTING LINES

(as provided in Tariff)

AT

COMMON AND JUNCTION POINTS

(Except as noted)

WITH COST FOR SWITCHING LOADED CARS TO AND FROM SUCH INDUSTRIES INCLUDING PUBLIC TEAM TRACKS

AND

CONNECTING LINES

ALSO

RULES GOVERNING ABSORPTION OF SWITCHING, DRAYAGE AND TRANSFER CHARGES

APPLYING AT

STATIONS ON

THE ALTON RAILROAD

ISSUED NOVEMBER 2, 1939

EFFECTIVE DECEMBER 4, 1939
(Except as otherwise provided herein.)

A. L. DOGGETT,
Freight Traffic Manager,
Chicago, Ill.

Issued by
F. L. SCHLOTTERER,
Asst. General Freight Agent,
Grand Central Station,
Harrison and Wells Sts.,
Chicago, Ill.

J. A. BEEBLE,
General Freight Agent,
Chicago, Ill.

(O. W. S.)

CHARGES FOR THE SWITCHING OF CARLOAD TRAFFIC BETWEEN INDUSTRIES AND TRACK TRACKS AS SHOWN BELOW AND JUNCTIONS WITH ALTON R. R. ALSO BETWEEN INDUSTRIES ON ALTON R. R. AND JUNCTIONS WITH CONNECTING LINES

Illinois No. 45b-A
Canceling
Item No. 420

JOLIET, ILL.

Name of Industry	Kind of Business	Road Located on (Except as Noted)	Rate for Switching per Car (Except as noted) (See Note)
Groth, Adam, & Co.	Building Stone	C. R. I. & P. Ry.	
Hacker-Sime Co.	Sash and Doors, Etc.	M. C. R. R.	
Hartman, A.	Scrap Iron	E. J. & E. Ry.	
Hays, A. W.	Coal and Building Material	E. J. & E. Ry.	
Heggie, Jas. G., & Sons, Inc.	Boilers	Alton R. R.	
Heggie, Jas. G., & Sons, Inc.	Boilers	E. J. & E. Ry.	
Holmstrom Pitcher Co.	Wholesale Groceries	C. R. I. & P. Ry.	
Humphrey & Sons Co.	Machinery and Castings	C. R. I. & P. Ry.	
Ideal Concrete Construction Co.	Concrete Products	E. J. & E. Ry.	
Ideal Concrete Construction Co.	Concrete Products	M. C. R. R.	
Illinois Bell Telephone Co.	Telephone	C. R. I. & P. Ry.	
Illinois Slag & Ballast Co.	Slag	E. J. & E. Ry.	
Illinois State Penitentiary (Old)	Prison	Alton R. R.	
Illinois State Penitentiary (Old)	Prison	E. J. & E. Ry.	
Illinois State Penitentiary (New)	Prison (Stateville)	E. J. & E. Ry.	
Illinois Wire Manufacturing Co.	Wood and Wire Fence, Corn Cribs	C. R. I. & P. Ry.	
Independent Concrete Pipe Co.	Concrete Pipe	E. J. & E. Ry.	
Inland Iron Works	Castings	C. R. I. & P. Ry.	
Inland Supply Co.	Plumbing Supplies	A. T. & S. F. Ry.	
Johnston, A. C., & Son	Coal, Building Material and Oil	Alton R. R.	
Johnston, A. C., & Son	Coal, Building Material and Oil	A. T. & S. F. Ry.	
Johnson Oil Refining Co.	Oil Distributors	C. R. I. & P. Ry.	
Joliet Citizens Brewing Co.	Beverages	M. C. R. R.	
Joliet City Lines	Material Yards	②	
Joliet Concrete Products Co.	Silo Staves, Burial Vaults	M. C. R. R.	
Joliet Concrete Products Co.	Silo Staves, Burial Vaults	E. J. & E. Ry.	
Joliet Engineering Co.	Fabrication of Steel	C. R. I. & P. Ry.	
Joliet Grain Co.	Grain	Alton R. R.	$2.97
Joliet Heating Corporation	Air Conditioning Systems, Furnaces	E. J. & E. Ry.	
Joliet Lumber & Fuel Co.	Lumber and Fuel	C. R. I. & P. Ry.	
Joliet Manufacturing Co.	Corn Shellers	C. R. I. & P. Ry.	
Joliet Material Co.	Building Material	C. R. I. & P. Ry.	
Joliet Wall Paper Co.	Wall Paper	E. J. & E. Ry.	
Joliet Warehouse & Transfer Co.	Storage	Alton R. R.	
Joliet Wrought Washer Co.	Iron Washers	C. R. I. & P. Ry.	
King Coal Co.	Coal	C. R. I. & P. Ry.	
Knapp Brothers Manufacturing Co.	Metal House Trim and Hardware Specialties	E. J. & E. Ry.	
Leach Brothers	Coal, Lumber and Building Material	E. J. & E. Ry.	
Leach Oil Co.	Oil Distributors	E. J. & E. Ry.	
Leimbacher, L. C.	Coal	Alton R. R.	
Lennon, P. G. & Co.	Wholesale Groceries	C. R. I. & P. Ry.	
Lennon Wall Paper Co.	Wall Paper	E. J. & E. Ry.	
Lennon Wall Paper Co.	Wall Paper	M. C. R. R.	
Lincoln Crushed Stone Co.	Crushed Stone	Alton R. R.	
Loose-Wiles Biscuit Co.	Biscuits	Alton R. R.	
Lyons Brothers	Lumber and Coal	A. T. & S. F. Ry.	
McCarthy, J. V., & Co.	Road Contractor	C. R. I. & P. Ry.	
McKenna Process Co. of Illinois	Rail Rolling	E. J. & E. Ry.	
Marchio Coal Co.	Coal, Fuel	E. J. & E. Ry.	
Martin Oil Co.	Gasoline and Oil	A. T. & S. F. Ry.	
Material Service Corporation	Sand and Gravel	E. J. & E. Ry.	③2.97 ④17 cents per ton of 2,000 pounds
Matteson Wire & Manufacturing Co.	Wood and Wire Fencing	C. R. I. & P. Ry.	
Medin, Swan	Dimension Stone	E. J. & E. Ry.	
Meers, Thos., Coal and Ice Co.	Coal and Ice	C. R. I. & P. Ry.	2.97
Meers, Thos., Coal and Ice Co.	Coal and Ice	E. J. & E. Ry.	
Michigan Beach Coal Co.	Coal	E. J. & E. Ry.	

③Applies on all Commodities except Sand and Gravel.
④Applies only on Sand and Gravel subject to minimum charge of $6.93 per car.

Note.—The Alton R. R. switching charges shown are applicable only on shipments originating or destined beyond the switching limits of this station.

For rates to apply on shipments originating or destined points within the switching limits of this station, and not connected with a line haul, see Item No. 35.

②Eliminate. No longer an industry on The Alton R. R. (A. S. No. 1611, File H-1396-821).

(2)Reissued from Supplement No. 3 to I. C. C. No. 177, Supplement No. 1 to Ill. C. C. No. 196, Supplement No. 1 to Tariff No. 2-O, effective May 13, 1939.

3084

(1)Item No. 445-A Cancels Item No. 445

DESCRIPTION OF KANSAS CITY SWITCHING DISTRICT. SWITCHING LIMITS

All the territory on and within the following described boundary: Beginning at the Cement Plant at Sugar Creek, Mo., on the Missouri River and on the tracks of A. T. & S. F. Ry.;
Thence west along the south bank of the Missouri River to the Hannibal bridge;
Thence north via C. B. & Q. R. R. and Wabash Ry. tracks to and including Harlem, North Kansas City, Mo., and Kansas City water works and the loading and unloading dock of the Riverside Race Track (located in Clay County, Mo.);
Thence via an imaginary straight line and crossing the Missouri River to and including Quindaro, Kan.;
Thence southwest via an imaginary straight line to 28th St. and Mo. Pac. R. R. tracks (K. C. & N. W. Division);
Thence southwest via an imaginary straight line and crossing the Kaw River to Elevator "A" on the tracks of the A. T. & S. F. Ry. about one (1) mile east of Turner, Kan.;
Thence east via the tracks of A. T. & S. F. Ry. to Missouri-Kansas State line;
Thence southwest via the St. L.-S. F. Ry. tracks to and including Kansas City Quarries Co., located at Campbell's Spur, Kan.;
Thence northeast via the St. L.-S. F. Ry. tracks to junction with K. C. Term. Ry. tracks;
Thence east via the K. C. Term. Ry. tracks to Sheffield, Mo.;
Thence south via the tracks of the St. L.-S. F. Ry. and Mo. Pac. R. R. to and including the plant of the Thomson Bros. Rock Co. at 54th St. and Lister Avenue;
Thence north via tracks of the K. C. S. Ry. to junction with A. T. & S. F. Ry.;
Thence northeast via the A. T. & S. F. Ry. to a point where that line passes over the K. C. S. Ry. tracks;
Thence east via the K. C. S. Ry. tracks to Sugar Creek, Mo.;
Thence via an imaginary line to A. T. & S. F. Ry. tracks Sugar Creek, Mo. to point of beginning.
(A. S. No. 1787, File H-1408-2007)

CHARGES FOR THE SWITCHING OF CARLOAD TRAFFIC
BETWEEN
INDUSTRIES AND TRAM TRACKS AS SHOWN BELOW AND JUNCTIONS WITH ALTON R. R.
ALSO BETWEEN
INDUSTRIES ON ALTON R. R. AND JUNCTIONS WITH CONNECTING LINES

KANSAS CITY, MO.

Item No.	Name of Industry	Kind of Business	Road Located on	Rate for Switching per Car	
				Note A	Note B
925-A Cancels 925	‡Kansas City Food Terminal District (A. S. No. 1787, File H-1408-2007)	Produce Terminal	Un. Pac. R. R.	$13.20	$13.20
	Kansas City Fuel Oil Co.	Fuel Oil	St. L.-S. F. Ry.	9.35	9.90

(1)Item No. 1715-A Cancels Item No. 1715.

SPRINGFIELD, ILL.

(A. S. No. 711, File R. D.-1403-901)
(A. S. No. 1581, File H-1403-901)

Name of Industry	Kind of Business	Road Located on	Rates for Switching per Car (Except as noted) (See Note)
Springfield Mattress Co.	Mattresses	B. & O. R. R.	(14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Springfield Oil Company	Oil Storage	Wabash Ry.	①
Springfield Produce Co.	Produce	Wabash Ry.	(14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Springfield Stock Yards	Stock Yards	S. T. Co.	
Springfield Transportation Co.	Car Barns	Wabash Ry.	
Springfield Wire Screen Co.	Screens	Wabash Ry.	①
Standard Concrete Pipe Co.	Reinforced Concrete Pipe	Alton R. R.	(14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Standard Oil Co.	Oil Storage	Ill. Cent. R. R.; Ill. Term. R. R.	
State Fair Grounds	All Freight	Alton R. R., C. & I. M. Ry.	$6.93
State of Illinois	Material Yards	Alton R. R.	(14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Sunray Oil Company	Oil Storage	Wabash Ry.	①
Swift & Co.	Meat	Alton R. R.	(14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Uptown Garage Sales & Service, Inc.	Oil Storage	B. & O. R. R.	①
Uptown Garage Sales & Service, Inc.	Lubricating Oil	Ill. Cent. R. R.	①
Vredenburgh Lumber Co.	Lumber	Alton R. R.; Ill. Cent. R. R.	(14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Ware, C. R. Oil Co.	Oils	Wabash Ry.	(14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.

(Concluded on following page)

①No switching arrangements in effect.
Note.—The Alton R. R. switching charges shown are applicable only on shipments originating or destined beyond the switching limits of this station.
For switching charges to apply on shipments originating or destined points within the switching limits of The Alton R. R. at this station, and not connected with a line haul, see Item No. 35.
Note A.—Applies only on shipments that are connected with a line haul, except as provided in Item No. 446. (A. S. No. 665, File RD-1307-823.)
Note B.—Applies only on shipments moving to and from points within the Kansas City Switching District. (See Item No. 445.)
‡Indicates reduction.
⁴Denotes changes in wording which result in neither increases nor reductions in charges.
‡Addition.
(1)Reissued from Supplement No. 3 to I. C. C. No. 177, Supplement No. 4 to Ill. C. C. No. 106, Supplement No. 4 to Tariff No. 2-O, effective May 13, 1939.

EX. 239 Bernice Jackson MAR 14 1940
EX. 239 Bernice Jackson MAR 14 1940
3085

CHARGES FOR THE SWITCHING OF CARLOAD TRAFFIC BETWEEN INDUSTRIES AND TRANS TRACKS AS SHOWN BELOW AND JUNCTIONS WITH ALTON R. R. ALSO BETWEEN INDUSTRIES ON ALTON R. R. AND JUNCTIONS WITH CONNECTING LINES

Items Nos. 1715-A Cancels Item No. 1715.

SPRINGFIELD, ILL. (A. S. No. 711, File R. D.-1408-201) (A. S. No. 1881, File H-1408-201)

Name of Industry	Kind of Business	Road Located on	Rates for Switching per Car (Except as noted) (See Note)
Water Works	Power Plant	C. & I. M. Ry.	①
Weaver Mfg. Co.	Auto Accessories	Wabash Ry.	14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Wells Oils, Inc.	Oil Storage	Ill. Cent. R. R.	
Werner Oil Co.	Oils	C. S. & St. L. Ry.	
Winflesher & Son	Mill and Elevator	Alton R. R.	① 14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.
Wright, Benjamin	Hides	Wabash Ry.	
Yolton Weaver Supply Co.	Plumbing Goods	Ill. Cent. R. R.	① 14 cents per 2,000 pounds, minimum $2.97 per car, maximum $5.45 per car.

Miscellaneous Local Switching Charges

Commodity	To	From	Switching Charges per Car
All freight reaching Springfield, Ill., via The Alton Railroad Company for account the State of Illinois	State Material Yard	State Fair Grounds	$7.70

INTRA-PLANT SWITCHING

The charge for switching either loaded or empty cars between any two locations within the plant of the Allis Chalmers Manufacturing Co., will be as follows:

(a) $2.47 per car in railroad owned equipment, except as shown in (c).
(b) $1.98 per car in privately owned equipment, except as shown in (c).
(c) $.77 per car on which The Alton R. R. has previously performed or subsequently performs a haul, other than switching or terminal service. (A.S. No. 922, File F-1206-201).

*INTERMEDIATE SWITCHING CHARGES AT SPRINGFIELD, ILL.

A charge of three dollars and ninety-six cents ($3.96) per car, will be assessed by The Alton R. R. at Springfield, Ill., where The Alton R. R. is used as an intermediate carrier between connections with the Illinois Central Railroad, Chicago & Illinois Midland Railway, Chicago, Springfield and St. Louis Railway, Baltimore and Ohio Railroad and the Springfield Terminal Railroad.

*INTERMEDIATE SWITCHING CHARGES AT SPRINGFIELD, ILL.

A charge of fourteen (14) cents per ton of 2,000 pounds, minimum $2.97, maximum $5.45 per car, will be assessed by The Alton R. R. at Springfield, Ill., where The Alton R. R. is used as an intermediate carrier between connections with the Illinois Central Railroad, Chicago & Illinois Midland Railway, Chicago, Springfield and St. Louis Railway, Baltimore and Ohio Railroad and the Springfield Terminal Railroad.

EXCEPTIONS TO THE GENERAL RULES FOR THE ABSORPTION OF SWITCHING CHARGES

The following are exceptions to the General Rules shown in Items Nos. 1785 to 1836, inclusive, and take precedence over such rules.

Item No.	Subject	Application		
		On carload shipments originating at or destined to Kansas City Food Terminal District as described in Union Pacific Railroad Company Tariff No. 105-I, I. C. C. No. 4679, switching charges of the Union Pacific R. R. as provided in tariffs lawfully on file with the Interstate Commerce Commission or State Commissions, as the case may be, will be absorbed as indicated below, subject to the provisions of Item 1785.		
		When Alton R. R. received a Road-Haul Movement as:	OX	Union Pacific R. R. Switching Charges absorbed
		Inbound Carrier	Carload shipments destined to hold, inspection, team or industry tracks in Kansas City Food Terminal District.	$13.20 (Inbound) (See Exception Below)
		Outbound Carrier	Carload shipments originating at hold, inspection, team or industry tracks in Kansas City Food Terminal District	$13.20 (outbound) (See Exception below)
‡1887 (New)	Shipments To or From Kansas City Food Terminal District (A. S. No. 1767, File H-1408-2007)	Exceptions		
		Inbound Carrier	Carload shipments diverted or reconsigned from hold, inspection, team or industry tracks in the Kansas City Food Terminal District: 1 To a destination within the Kansas City, Mo.-Kan. switching limits described in Item 445	$6.60 (Inbound) and $6.60 (outbound)
			2 To a destination beyond the Kansas City, Mo.-Kan. switching limits described in Item 445	$6.60 (Inbound)
		Outbound Carrier	Carload shipments diverted or reconsigned under authorized tariffs of inbound road-haul carriers, from hold, inspection, team or industry tracks in the Kansas City Food Terminal District to destinations beyond the Kansas City, Mo.-Kans. switch limits, described in Item 445.	$6.60 (Outbound)

Note.—The Alton R. R. switching charges shown are applicable only on shipments originating or destined beyond the switching limits of this station.

For switching charges to apply on shipments originating or destined points within the switching limits of The Alton R. R. at this station, and not connected with a line haul, see Item No. 35.

①No switching arrangements in effect.
*Applies on Illinois Intrastate traffic only.
#Applies only on Interstate traffic.
‡Indicates reduction.

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[fol. 2746] U. P. Exhibit No. 240

Bernice Jackson

Mar. 14 1940

Interstate Commerce Commission

Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 3 to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Local Freight Tariff, I. C. C. No. B-7000, said schedule having been filed with the said Interstate Commerce Commission January 25, 1940.

(A wavy red line runs diagonally across center of the page.)

(This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission, 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

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Supplement No.8 to
I.C.C. No. B-7000
Consols Supplement No.8
Supplement No.8 contains all changes
from the original tariff that are effective on
the date hereof.

Supplement No.8 to G.F.D.No.16100-G Consols Supplement No.8

Supplement No.8 contains all changes.

Chicago, Milwaukee, St. Paul and Pacific Railroad Company

(HENRY A.SCANDRETT,WALTER J.CUSHING,AND GEORGE I.HAIGHT,TRUSTEES)

SUPPLEMENT TO

LOCAL FREIGHT TARIFF

NAMING

SWITCHING AND OTHER TERMINAL CHARGES

ALSO

RULES AND REGULATIONS GOVERNING

ABSORPTION OF SWITCHING CHARGES

AT

KANSAS CITY, MISSOURI

INCLUDING

LIST OF BUSINESS FIRMS,INDUSTRIES,ETC.,LOCATED
ON TRACKS OF THE CHICAGO,MILWAUKEE,ST.PAUL
AND PACIFIC RAILROAD AT KANSAS CITY,MO.

EX. 240 Bernice Jackson MAR 14 19

ISSUED JANUARY 22,1940.

EFFECTIVE FEBRUARY 25,1940.
(Except as otherwise provided herein)

Issued by

G. H. RYAN,
Assistant General Freight Agent,
516 West Jackson Boulevard,
Chicago, Illinois

S. G. GRACE,
General Freight Agent,
Chicago, Illinois

(J.H.S.)

C-W 36405 (1000)

3089

RULES AND REGULATIONS GOVERNING ABSORPTION OF SWITCHING CHARGES
Refer to tariff and make the following changes:

ITEM	SUBJECT	GENERAL RULES AND CHARGES		
415 (MEM)	SHIPMENTS TO OR FROM HOLD INSPECTION AND PUBLIC TEAM TRACKS OF THE KANSAS CITY SOUTHERN RY. CO. AT SECOND AND WYANDOTTE STREETS, KANSAS CITY, MO.	On carload shipments originating at or destined hold, inspection and public team tracks of the Kansas City Southern Railway Company at Second and Wyandotte Streets, Kansas City, Mo., switching charges of the Kansas City Southern Ry. as provided in tariffs lawfully on file with the Interstate Commerce Commission, will be absorbed as indicated below, subject to the provisions of Item 10.		
		When C.M.St.P.& P. R.R., receives a roadhaul movement as:	ON	Kansas City Southern Ry. Switching Charges Absorbed
		Inbound Carrier. .	Carload shipments destined to Ⓢ Hold, Ⓢ Inspection of Ⓢ Public Team Tracks located at Second and Wyandotte Streets, Kansas City, Mo.	$13.20 (Inbound)
		Outbound Carrier .	Carload shipments originating at Ⓢ Hold, Ⓢ Inspection or Ⓢ Public Team Tracks located at Second and Wyandotte Streets, Kansas City, Mo . . .	$13.20 (Outbound)
		CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED		
		Inbound Carrier. .	Carload shipments diverted or reconsigned from Ⓢ Hold, Ⓢ Inspection or Ⓢ Public Team Tracks located at Second and Wyandotte Streets, Kansas City, Mo: 1.—To a destination within Kansas City, Mo.-Kan. switching limits described in Item 105.	$6.60 (Inbound) and $6.60 (Outbound)
			2.—To a destination beyond Kansas City, Mo.-Kan. switching limits described in Item 105	$6.60 (Inbound)
		Outbound Carrier .	Carload shipments diverted or reconsigned under authorized tariffs of inbound road haul carriers from Ⓢ Hold, Ⓢ Inspection or Ⓢ Public Team Tracks located at Second and Wyandotte Streets, Kansas City, Mo., switching limits described in Item 105 .	$6.60 (Outbound)
420-B Cancels 20-A	SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT	KANSAS CITY FOOD TERMINAL DISTRICT On carload shipments originating at or destined to Kansas City Food Terminal District, as described in Union Pacific R.R. Tariff No.105-J, I.C.C.No.4710, switching charges of the Union Pacific R.R. as provided in tariffs lawfully on file with the Interstate Commerce Commission, will be absorbed as indicated below, subject to the provisions of Item 10.		
		When C.M.St.P.& P. R.R., receives a roadhaul movement as:	ON	Union Pacific R.R. Switching Charges Absorbed
		Inbound Carrier. .	Carload shipments destined to Ⓢ Hold, Ⓢ Inspection, Ⓢ Team or ④ Industry Tracks in Kansas City Food Terminal District.	$13.20 (Inbound)
		Outbound Carrier .	Carload shipments originating at Ⓢ Hold, Ⓢ Inspection, Ⓢ Team or ④ Industry Tracks in Kansas City Food Terminal District.	$13.20 (Outbound)
		CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED		
		Inbound Carrier. .	Carload shipments diverted or reconsigned from Ⓢ Hold, Ⓢ Inspection, Ⓢ Team or ④ Industry Tracks in the Kansas City Food Terminal District: 1.-To a destination within Kansas City, Mo.-Kan. switching limits described in Item 105.	$6.60 (Inbound) and $6.60 (Outbound)
			2.-To a destination beyond Kansas City, Mo.-Kan. switching limits described in Item 105	$6.60 (Inbound)
		Outbound Carrier .	Carload shipments diverted or reconsigned under authorized tariffs of inbound road haul carriers from Ⓢ Hold, Ⓢ Inspection, Ⓢ Team or ④ Industry Tracks in Kansas City Food Terminal District to destinations beyond Kansas City, Mo.-Kan., switching limits described in Item 105.	$6.60 (Outbound)

Ⓐ Reduction,
Ⓐ Change, neither increase nor reduction.
For explanation of abbreviations, see page 2, of tariff.
For explanation of other reference marks, see page 4, of this supplement.

3090

EXCEPTIONS TO RULES AND REGULATIONS GOVERNING ABSORPTION OF SWITCHING CHARGES
Refer to tariff and make the following changes:

Item	SUBJECT	EXCEPTIONS TO ITEM 10
(M) 40-A Cancels 40	GRAIN AND GRAIN PRODUCTS	(a) GRAIN.-Except as provided in Exceptions 1,2 and 3,switching charges of connecting lines will not be absorbed on Grain reaching Kansas City via Chicago,Milwaukee, St.Paul and Pacific Railroad when destined or reconsigned after arrival to elevators or industries on connecting lines. EXCEPTION 1.--Switching charges of connecting lines will be absorbed on Brewers' Barley or Grain Screenings reaching Kansas City via Chicago,Milwaukee,St.Paul and Pacific Railroad when destined or reconsigned after arrival to elevators or industries on connecting lines. EXCEPTION 2.--Switching charges of connecting lines will be absorbed on Grain when moving from Minneapolis,Minnesota Transfer or St.Paul,Minn. or from points beyond from which rates to Kansas City are based on the combination on those points. EXCEPTION 3.--Switching charges of connecting lines will be absorbed on Grain when moving from the following stations shown in C.M,St.P.& P. G.F.D.No.17000-D,I.C.C. No.B-7060:

Index Nos. (Inclusive)	STATIONS (Inclusive)	Index Nos. (Inclusive)	STATIONS (Inclusive)
2167	Hastings,Minn.	2514	Crippen,Iowa
to	to	to	to
2180	Newport,Minn.	2522	Sanborn,Iowa
2182	Merriam Park,Minn.	2614	Kasota,Minn.
2183	Fordson,Minn.	2648	Rapidan,Minn.
2186	Minnehaha,Minn.-	2649	Mankato,Minn.
to	to	2654	Granada,Minn.
2189	St.Louis Park,Minn.	to	to
2256	Woodward,Iowa	2659	Jackson,Minn.
to	to	2705	Hopkins,Minn,
2261	Herndon,Iowa	to	to
2356	Redfield,Iowa	2737	Montevideo,Minn.
to	to	3174	Winal,N.D.
2392	Spirit Lake,Iowa	to	to
		3189	Frazier,N.D.

(b) GRAIN,GRAIN PRODUCTS,ETC.--The Chicago,Milwaukee,St.Paul and Pacific Railroad will absorb its own or connecting lines' inbound switching charge,also intermediate switching charge,if any,on Grain,Grain Products,also on Grain that is manufactured into Corn Sugar,Corn Syrup,unmixed Corn Syrup,mixed Corn Syrup,Corn Oil Cake,Corn Oil Meal,Gluten Feed,Gluten Meal or Hydrol (Corn Sugar Final Molasses),also on Seed and Alfalfa Feed or Commodities used to make up Alfalfa Feed or Meal,viz.: Alfalfa Hay,Corn,Oats and Molasses,when such commodities are forwarded via the Chicago,Milwaukee,St.Paul and Pacific Railroad,subject to Notes A and B.

NOTE A.--Applies only on shipments forwarded via Chicago,Milwaukee,St.Paul and Pacific Railroad to points on and east of the Mississippi River,also to competitive points on or reached via Chicago,Milwaukee,St.Paul and Pacific Railroad located on and west of the Mississippi River.

NOTE B.--Where reference is made hereto,refund of inbound switching charges, authorized in connection with outbound shipments of grain,or its products,or other commodities on which grain rates or grain products rates are authorized,will be made by the Chicago,Milwaukee,St.Paul and Pacific Railroad provided inbound freight bill has been surrendered to it in connection with out-bound shipments forwarded via its lines under transit,or at local or proportional rates,subject to the following conditions:

1. INBOUND SWITCHING.-The weight of the outbound shipment or shipments must be equivalent (SEE NOTE) to ninety (90) per cent,or more,of the weight shown on the inbound freight bill or bills surrendered.

2. The outbound shipment:

(a) Must consist of the same kind of commodity as shown on inbound freight bill surrendered,or

(b) Must consist of a product of the same kind of commodity as shown on the inbound freight bill surrendered,or

(c) If mixed or blended products,must contain as a constituent the same kind of commodity as shown on the inbound freight bill surrendered,or a product thereof.

3. Inbound switching charges will be absorbed only when claim is filed in writing with the carrier within three (3) years after date of bill of lading of final outbound shipment.

4. Freight bills or tonnage credit slips which have been applied in connection with absorption of inbound switching charges may not be later withdrawn or other freight bills or tonnage credit slips substituted unless the freight bills or tonnage credit slips originally applied were not in accordance with the governing tariffs.

NOTE.--Except as provided above,the inbound freight bill must be surrendered in connection with outbound shipments forwarded via the line absorbing the inbound switching charge,the term "equivalent weight" may include any representative tonnage shipped out of the transit house on the date of or within two years after the date of the freight bill upon which switching refund is requested,regardless of the date of the inbound freight bill or bills surrendered in support of the outbound rate or transit balance from the transit station.

The proper observance of the above rule will be subject to verification by the Western Weighing and Inspection Bureau,and before refund of the switching charge is made the Western Weighing and Inspection Bureau shall certify that the conditions of this rule have been observed.

(M) REISSUED from Supplement No.1,effective January 12,1940.
For explanation of abbreviations,see page 2 of tariff.

EX. 240

Supplement No.3 to G.F.D.No.16100-C

2750

RULES AND REGULATIONS GOVERNING SWITCHING CHARGES

Refer to tariff and make the following addition:

Item	SUBJECT	RULES AND REGULATIONS
(1) 105-A Cancels 105	DEFINITION OF KANSAS CITY SWITCHING DISTRICT	APPLIES ONLY WHERE REFERENCE IS MADE TO THIS ITEM. All of the territory on and within the following described boundary: Beginning at the Cement Plant at Sugar Creek,Mo.,on the Missouri River and on the tracks of the A.T.& S.F.Ry.; thence west along the south bank of the Missouri River to Hannibal Bridge; thence north via the C.B.& Q.R.R. and Wabash Ry. tracks to and including Harlem,North Kansas City,Mo.,and Kansas City Water Works and the loading and unloading dock of the Riverside Race Track (located in Clay County); thence via an imaginary straight line and crossing the Missouri River,thence following northern boundary of Fairfax Industrial District to Quindaro,Kan.,inclusive; thence southwest via an imaginary straight line to 28th Street and Mo.Pac.R.R.,(that portion formerly K.C.M.W. R.R.) tracks; thence southwest via an imaginary line and crossing the Kaw River to Elevator "A" on the tracks of the A.T.& S.F.Ry. about one (1) mile east of Turner,Kan.; thence east via the tracks of the A.T.& S.F.Ry. to the Missouri-Kansas State Line; thence southwest via the St.L.-S.F.Ry. tracks to and including Kansas City Quarries Company,located at Campbell's Spur,Kan.; thence northeast via the St.L.-S.F.Ry. tracks to junction with the K.C.Terminal; thence east via K.C.Terminal tracks to Sheffield, Mo.; thence south via tracks of the St.L.-S.F.Ry. and Mo.Pac.R.R. to and including the plant of the Thomson Brothers Rock Company at 54th St. and Lister Avenue; thence north via tracks of the K.C.S.Ry. to junction with the A.T.& S.F.Ry.; thence northeast via the A.T.& S.F.Ry. to a point where that line passes over the K.C.S.Ry. tracks; thence east via the K.C.S.Ry. tracks to Sugar Creek; thence via an imaginary line to A.T.& S. F.Ry. tracks,Sugar Creek to point of beginning.

RATES

Refer to tariff and make the following changes:

Item	BETWEEN (EXCEPT AS NOTED) INDUSTRIES SHOWN BELOW	AND CONNECTION WITH							
		Atchison,Topeka & Santa Fe Railway. Chicago, Burlington & Quincy Railroad. Chicago,Rock Island & Pacific Railway.		Union Pacific Railroad.		Alton Railroad. Kansas City Terminal Railway.		Kansas City Southern Railway. Missouri,Kansas & Texas Railway. (2) Missouri Pacific Railroad. St.Louis-San Francisco Railway.	
		RATES IN DOLLARS PER CAR							
		COLUMN A	COLUMN B	COLUMN A	COLUMN B	COLUMN A	COLUMN B	(1) COLUMN A	(1) COLUMN B
(1) 300-A Cancels 300	Atlas Beverage Company. . . . . (3) Baltimore Transfer & Storage Company.	3.96	5.45	5.45	6.93	6.93	8.91	8.25	9.35
(1) 380-A Cancels 380	(3) Mid-West Oil Equipment Company. . Milwaukee Elevator.	.... 6.93	.... $8.91	.... 6.93	.... $8.91	.... 6.93	.... $8.91	.... 8.25	.... $9.35
(1) 390-A Cancels 390	National Biscuit Company. . . . . (3) Newsome Millfeed Company.	3.96	5.45	5.45	6.93	6.93	8.91	8.25	9.35 ....
(1) 440-A Cancels 440	Stearns & Company,Frederick . . . Table Products,Inc. . . . . (3) Tankar Gas,Incorporated	3.96	5.45	5.45	6.93	6.93	8.91	8.25	9.35

(1) On Grain and Grain Products and Hay Column A charge $6.93 per car and Column B charge $8.91 per car.
(2) Will also apply to and from connections with the Missouri Pacific Railroad on traffic interchanged with the Inland Waterways Corporation operating the Federal Barge Lines.
(3) Applies only on the following commodities:

Bags,bagging and wrapping paper;
Bakery Goods;
Beverages;
Box,crate and cooperage material;
Boxes,crates and barrels;
Butter,butterine and margarine;
Canned Food Products;
Cheese;
Coffee and Tea;
Eggs;
Fish;
Flour,meal and cereal food preparations,edible;
Fruits and vegetables,fresh or green,including potatoes, onions,berries and melons;
Ice;
Meats,fresh,cured,dried or smoked, and packing house products, edible;
Nuts,edible;
Poultry,live or dressed;
Rice;
Salt;
Soap,and washing compounds;
Sugar;
Table syrups and edible molasses.

(4) Applies on All Freight,except Sand and Gravel.

-§ Will not apply on grain or screenings,carloads,for which rates are provided in Western Trunk Lines' Freight Tariff No.344-N,Agent L.E.Kipp's I.C.C.No.A-3065,P.S.C.Mo.No.680.
(2) Eliminate.
COLUMN A.--Rates apply on switch movements in connection with line haul movements.
COLUMN B.--Rates apply from connection with lines shown,to industries shown,on shipments originating on tracks of other lines within Kansas City Switching District. When the total charge for a through movement over two or more lines is less than $6.93 per car,minimum charge of $6.93 per car will apply.
(1) REISSUED from Supplement No.1,effective January 12,1940.
(3) REISSUED from Supplement No.2,effective December 27,1939.
For explanation of abbreviations,see page 2 of tariff.

4

3092

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[fol. 2751] U. P. Exhibit No. 241

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission,

Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 5 to The Atchison, Topeka and Santa Fe Railway Company, Local Freight Tariff No. 7555-M. I. C. C. No. 13033, said schedule having been filed with the said Interstate Commerce Commission on January 16, 1940.

(A wavy red line runs diagonally across center of the page.)

This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

(Here follow 2 photolithographs, side folios 2752-2753)

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U. P. EXHIBIT NO. 241 2752

SUPPLEMENT NO.8
(Cancels Supplement No.4)
(Supplement No.5 contains all changes from the original tariff)
to
P. S. C.-Mo. No. 564

SUPPLEMENT NO.8
(Cancels Supplement No.4)
(Supplement No.5 contains all changes from the original tariff)
to
I. C. C. No. 13033

SUPPLEMENT NO.8
(Cancels Supplement No.4)
(Supplement No.5 contains all changes from the original tariff)
TO
TARIFF No. 7555-M

The Atchison, Topeka and Santa Fe Railway Company

Bernice Jackson MAR 1 4 1940

LOCAL FREIGHT TARIFF

NAMING

SWITCHING CHARGES

ALSO

Absorptions of Switching Charges

AT

Kansas City, Mo.-Kan.

ISSUED JANUARY 16, 1940.

EFFECTIVE FEBRUARY 19, 1940.
(Except as otherwise provided herein)

JAS. J. GROGAN,
F.T.M., The A.T.& S.F.Ry.Co.,
CHICAGO, ILL.

T. L. BUTTRILL,
A.F.T.M., The A.T.& S.F.Ry.Co.,
CHICAGO, ILL.

R. E. RITTENOUR,
A.F.T.M., The A.T.& S.F.Ry.Co.,
CHICAGO, ILL.

R. G. NICHOLSON,
G.F.A., The A.T.& S.F.Ry.Co.,
CHICAGO, ILL.

R. G. HENRICK,
A.F.T.M., The A.T.& S.F.Ry.Co.,
TOPEKA, KAN.

V. E. TURNER,
G.F.A., The A.T.& S.F.Ry.Co.,
TOPEKA, KAN.

Issued by
CHARLES CROMBIE,
A.G.F.A., The A.T.& S.F.Ry.Co.,
80 East Jackson Blvd.,
CHICAGO, ILL.

(Inland Press, Inc.) (200-4-700-71869)

3094A

GENERAL RULES AND REGULATIONS

ITEM 30-A CANCELS ITEM 30.—DESCRIPTION OF KANSAS CITY,MO.-KAN. SWITCHING LIMITS

All the territory on and within the following described boundary: Beginning at the Cement Plant at Sugar Creek,Mo., on the Missouri River and on the tracks of A.T.& S.F.;thence west along the south bank of the Missouri River to the tracks of C.M.St.P.& P. at the Milwaukee Bridge; thence crossing the Missouri River northwest via an imaginary straight line to and including North Kansas City,Mo.,and Kansas City water works (located in Clay County,Mo.) and the loading and unloading dock of the Riverside Race Track (located in Platte County,Mo.); thence via an imaginary straight line and crossing the Missouri River to and including Quindaro,Kan.; thence southwest via an imaginary straight line to 29th Street and M.P. tracks (K.C.& N.D.Division); thence southwest via an imaginary straight line and crossing the Kaw River to Turner,Kan. (including the Stewart Sand and Material Company's Plants Nos.1 and 2,and American Sand Company's loading track adjacent to and just west of Turner,Kan.); thence east via tracks of A.T.& S.F. to the Missouri-Kansas State Line; thence southwest via the St.L.-S.F. tracks and including Rosedale,Kan.; thence northeast via the St.L.-S.F. tracks to junction with the K.C.T. tracks; thence east via the K.C.T. tracks to Sheffield,Mo.; thence south via the tracks of the St.L.-S.F. and M.P. to 50th Street (including the plants of Alexander Fuel Service,and Forrester Cut Stone Company on tracks of St.L.-S.F.); thence north via tracks of the K.C.S. to junction with A.T.& S.F.; thence northeast via tracks of A.T.& S.F. to point where that line passes over the tracks of K.C.S.; thence east via tracks of K.C.S. (Air Line Branch) to and including Scott Avenue; thence north via an imaginary straight line to tracks of A.T.& S.F. at Sugar Creek Mo.,and to point of beginning.

SECTION 1
RECIPROCAL SWITCHING CHARGES

Charges in this Section are applicable only in connection with road-haul shipments,except as otherwise specifically noted.

SWITCHING CHARGES IN DOLLARS AND CENTS PER CAR

Item	BETWEEN — AND INDUSTRY	Location No. (See page 6 of Tariff)	RAILROADS NAMED BELOW: PER NOTE 1 BELOW A	PER NOTE 1 BELOW B	K.C.S. A	K.C.S. B
			For explanation,see below.			
			SWITCHING CHARGE			
	Air Mode Wall Company	1	$8.80	$8.80	$9.90	$9.90
	Argentine Coal & Ice Co.	1	8.80	8.80	9.90	9.90
▲ 90-B Cancels 90-A	A.T.& S.F. Freight House,Block No.17	2	7.04	7.04	8.80	8.80
	A.T.& S.F. Freight House,S.W. Corner 14th & Hickory Sts	2	7.04	7.04	8.80	8.80
	The Bright Biscuit Co.	2	7.04	3.96	8.80	6.93
	Crescent Coal Co	1	8.80	8.80	9.90	9.90
	Pullman Company Shops	1	$8.80	$8.80	$9.90	$9.90
115-A Cancels 115	Pulverized Manure Co	6	▲CANCEL. Industry abandoned.			
	Railways Ice Co.	1	8.80	8.80	9.90	9.90
	Ralston-Purina Co.-Blue Valley Plant	5	8.80	6.93	7.04	3.96

SECTION 2
INTRA-PLANT,INTRA-TERMINAL AND INTER-TERMINAL SWITCHING (See Item 135)

SWITCHING CHARGES IN DOLLARS AND CENTS PER CAR

Item	BETWEEN — AND INDUSTRY	Location No. (See page 6 of Tariff)	RAILROADS NAMED BELOW: PER NOTE 1 BELOW A	PER NOTE 1 BELOW ⑦B	K.C.S. A	K.C.S. ⑦B
			For explanation,see below.			
			SWITCHING CHARGES			
	Pullman Company Shops	1	$9.90	$9.90	$11.00	$11.00
235-A Cancels 235	Pulverized Manure Co	6	▲CANCEL. Industry abandoned.			
	Railways Ice Co.	1	9.90 △	9.90	11.00	11.00
	Ralston-Purina Co.-Blue Valley Plant	5	9.90	8.91	8.14	④ 5.45

NOTE 1.—Alton; C.B.& Q.; C.M.St.P.& P.; C.R.I.& P.; K.C.T.; M.-K.-T.; ①M.P.; St.L.-S.F.; U.P.; Wab.
COLUMN A switching charges apply on articles other than Grain and Grain Products,Hay and Straw,As described under Column B.
COLUMN B switching charges apply only on Barley,Barley Chaff,Buckwheat,Cane Seed,Corn,Durra,Elevator Dust, Emmer,Feterita,Grain Dust,Grain Screenings,Kaffir Corn,Milo Maize,Oats,Oat Dust,Rye,Sorghum Seed,Sudan Seed and Wheat; all Articles listed as taking Grain Products or related rates in tariffs lawfully on file with the Interstate Commerce Commission,or respective State Commissions,naming rates from or to Kansas City,Mo.-Kan.; Hay or Straw.
① Reciprocal Switching Charges per Section 1 will also apply to or from connection with the M.P. on traffic interchanged with the Inland Waterways Corporation operating Federal Barge Lines.
④ See Item 150 for minimum charge.
⑦ Will not apply on Grain Products,C.L. as described in List 2,Item 220-series of W.T.L.Tariff No.350-E, Agent L.E.Kipp's I.C.C.No.A-3073,BETWEEN INDUSTRIES ON A.T.& S.F.; or to (or from) industries on A.T.& S.F. from (or to) connections with other lines; provisions of Item 207 will apply.
▲ Change which results in neither increase nor reduction in charges.
△ Reduction.

30948

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[fol. 2754] R-1 EXHIBIT No. 241

Bernice Jackson

March 14, 1940

Supp. 5 to Tariff 7555-M

Section 3

Absorption of foreign line switching charges on carload traffic originating at or destined to points within the Kansas City, Mo.-Kan. switching limits (See Item 30-A).

'3' 8 Item 260-A, Cancels Item 260.—Minimum Net Revenue Governing Absorption of Switching Charges—Carload Shipments.

Except as otherwise provided in individual items, and except on Cement, C. L., from Sugar Creek, Mo., to Kansas City, Mo.-Kan., all absorptions provided for in this tariff will be subject to the following:

(1) The A. T. & S. F. will in no case absorb switching charges of connecting carriers published in tariffs lawfully on file with the Interstate Commerce Commission or respective State Commissions when absorption results in a less net transportation charge (i. e., the charge arrived at by applying the rate applicable to the commodity shipped and exclusive of switching and other terminal charges) than:

(a) $20.35 per car on all carload freight when moving over A. T. & S. F. only, except as provided in paragraph (c);

(b) $20.35 per car on all carload freight when moving jointly in other than switching service in conne-tion with other carriers and A. T. & S. F., except as provided in paragraph (c);

[fol. 2755] (c) 8 $16.50 per car on straight or mixed carload shipments of Automobiles, Chassis, and Trailers.

(2) In event the transportation charge does not permit of the absorption of the entire switching charge under the provisions of paragraph (1) of this item, the A. T. & S. F. will then absorb only so much of connecting lines switching charge as will leave minimum transportation charge specified in Section (a), (b), or (c), as the case may be, of paragraph (1).

Note.—On shipments given transit privileges at Kansas City, Mo.-Kan., forwarded therefrom at balance of the through rate, proportional rate or flat rate, where the A. T. & S. F. has the inbound road haul, the point of origin will be used in determining the net transportation charge provided for in paragraphs (1) and (2) of this item. When other lines have the inbound road haul to Kansas City, Mo.-Kan., and shipments are rebilled from Kansas City, Mo.-Kan., at balance of rate, proportional rate, or flat rate, the minimum charges set forth in this item apply as specified.

Item 265-D, Cancels Item 265-C.—Absorption of Switching Charges on Carload Shipments.

Where A. T. & S. F. receives a road haul revenue, switching charges of connecting lines lawfully on file with the Interstate Commerce Commission on Interstate traffic, or the respective State Commissions on Intrastate traffic, will be absorbed on all carload shipments originating at or destined [fols. 2756-2758] to points within the switching limits of Kansas City, Mo.-Kan. Except as otherwise authorized herein, switching absorptions under this rule will be made only when rates published from or to Kansas City, Mo.-Kan. are charged.

. . . . . .

(Here follows 1 photolithograph, side folio 2759)

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SECTION 2—Concluded

Absorption of foreign line switching charges on carload traffic originating at or destined to points within the Kansas City,Mo.-Kan. switching limits (See Item 30-A).

(I) ITEM 280-A,CANCELS ITEM 280.—ABSORPTION OF SWITCHING CHARGES ON GRAIN,GRAIN PRODUCTS,FEEDS,MEAL,SEEDS, ETC.

On the outbound movement via A.T.& S.F.,of carload shipments of Grain as described in List 1,Item 800, W.T.L.Tariff No.220-D,Agent L.E.Kipp's I.C.C.No.A-8244,(S) Grain Products,Seeds (except Garden Seeds), Alfalfa Feed,Alfalfa Meal,Molasses Feed,Corn Syrup,Corn Sugar,Hydrol (Corn Sugar Final Molasses),Corn Oil Cake,Corn Oil Cake Meal,Gluten Feed,Gluten Meal,or Feed,animal,poultry,or pigeon,prepared (not condimental or medicinal),given transit at,or forwarded from Kansas City,Mo.-Kan.,at local or proportional rates, switching charges (inbound or outbound,or both) lawfully on file with the Interstate Commerce Commission or the respective State Commissions,will be absorbed by the A.T.& S.F.,except as otherwise provided in Item 265-A,Exception 2,paragraph (b).

(R) (I) ITEM 265-A,CANCELS ITEM 265.—ABSORPTION OF SWITCHING CHARGES ON CARLOAD SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT:

On carload shipments originating at or destined to Kansas City Food Terminal District, switching charges of the Union Pacific Railroad will be absorbed as indicated below,subject to the provisions of Item 280-A:

When A.T.& S.F. receives a road haul movement as:	ON	Union Pacific Railroad Switching charges absorbed:
Inbound Carrier	Carload shipments destined to hold,inspection,team or industry tracks in Kansas City Food Terminal District	$13.20 (Inbound) (See Exception)
Outbound Carrier	Carload shipments originating at hold,inspection,team or industry tracks in Kansas City Food Terminal District	$13.20 (Outbound) (See Exception)
	EXCEPTION	
Inbound Carrier	Carload shipments diverted or reconsigned from hold,inspection,team or industry tracks in the Kansas City Food Terminal District: 1.—To destination within the Kansas City,Mo.-Kan.switching limits described in Item 30.	$6.60 (Inbound) and $6.60 (Outbound)
	2.—To a destination beyond the Kansas City,Mo.-Kan. switching limits described in Item 30.	$6.60 (Inbound)
Outbound Carrier	Carload shipments diverted or reconsigned under authorized tariffs of inbound road-haul carriers,FROM hold,inspection, team or industry tracks in the Kansas City Food Terminal District to destinations beyond the Kansas City,Mo.-Kan. switching limits described in Item 30	$6.60 (Outbound)

(I) ITEM 294.—ABSORPTION OF SWITCHING CHARGES ON CARLOAD SHIPMENTS TO OR FROM HOLD,INSPECTION OR TEAM TRACKS OF THE K.C.S. LOCATED AT SECOND AND WYANDOTTE STREETS IN KANSAS CITY,MO:

On carload shipments originating at or destined to Hold,Inspection or Team Tracks of the K.C.S. located at Second and Wyandotte Streets in Kansas City,Mo. switching charges of the Kansas City Southern Railway will be absorbed as indicated below,subject to the provisions of Item 280-A:

When A.T.& S.F. receives a road haul movement as:	ON	Kansas City Southern Railway switching charges absorbed:
Inbound Carrier	Carload shipments destined to hold,inspection or team tracks of the K.C.S. located at Second and Wyandotte Streets,Kansas City,Mo.	$13.20 (Inbound) (See Exception)
Outbound Carrier	Carload shipments originating at hold,inspection or team tracks of the K.C.S. located at Second and Wyandotte Streets,Kansas City,Mo.	$13.20 (Outbound (See Exception)
	EXCEPTION	
Inbound Carrier	Carload shipments diverted or reconsigned from hold,inspection or team tracks of the K.C.S. located at Second and Wyandotte Streets,Kansas City,Mo. 1.—To destination within the Kansas City,Mo.-Kan.switching limits described in Item 30-A.	$6.60 (Inbound) and $6.60 (Outbound)
	2.—To a destination beyond the Kansas City,Mo.-Kan. switching limits described in Item 30-A.	$6.60 (Inbound)
Outbound Carrier	Carload shipments diverted or reconsigned under authorized tariffs of inbound road-haul carriers,FROM hold,inspection or team tracks of the K.C.S. located at Second and Wyandotte Streets,Kansas City,Mo. to destinations beyond the Kansas City,Mo.-Kan. switching limits described in Item 30-A.	$6.60 (Outbound)

(S) The term "Grain Products" includes all Articles listed as taking Grain Products or related rates in tariffs lawfully on file with the Interstate Commerce Commission or respective State Commissions,naming rates from or to Kansas City,Mo.-Kan.

(I) REISSUED. Effective August 1,1939,in Supplement No.1.

(R) REISSUED. Effective December 27,1939,in Supplement No.4.

(I) Interstate application only.

& Reduction.

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[fol. 2760] SS-1 U. P. Exhibit No. 242

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission, Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 9 to Chicago Great Western Railroad Company Tariff 30-L, I. C. C. No. 5494, said schedule having been filed with the said Interstate Commerce Commission on December 21, 1939.

(A wavy red line runs diagonally across center of the page.)

(This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

(Here follow 2 photolithographs, side folios 2761-2763, 2764)

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U. P. EXHIBIT NO. 242

2761-2763

SUPPLEMENT 8
Cancels Supplement 7
Supplements 5, 6 and 8 contain changes from the original tariff that are effective on the date hereof.
TO
M. R. C. 475

SUPPLEMENT 3
Cancels Supplement 2
Supplements 1 and 3 contain all changes from the original tariff that are effective on the date hereof
TO
P. S. C. Mo. 258

SUPPLEMENT 9
Cancels Supplement 8
Supplements 5, 7 and 9 contain all changes from the original tariff that are effective on the date hereof.
TO
I. C. C. 5494

SUPPLEMENT 11
Cancels Supplement 10

Supplements 6, 9 and 11 contain all changes from the original tariff that are effective on the date hereof

TO

TARIFF 30-L

CHICAGO GREAT WESTERN RAILROAD COMPANY

(PATRICK H. JOYCE AND LUTHER M. WALTER, TRUSTEES)

FREIGHT TARIFF

SHOWING

EX. 242 Bernice Jackson MAR 1 41

SWITCHING CHARGES

ALSO

RULES AND REGULATIONS GOVERNING

ABSORPTION OF SWITCHING

AND

OTHER CHARGES

Governed, except as otherwise provided herein by:	Tariff	ICC	IllCC	MRC	PSCMo	Issued by:
Western Classification	68	26	WC-15	WC-13	WC-17	R. C. Fyfe, Agent.
Illinois Classification	21	429	IC-219	.....	IC-50	R. A. Sperry, Agent.
Exceptions to Western Classification	207-H	A-2913	.....	226	618	L. E. Kipp, Agent.
Exceptions to Illinois Classification	80-A	423	215	.....	47	R. A. Sperry, Agent.
Rules and Regulations	214-F	A-2987	.....	238	640	L. E. Kipp, Agent.

and by supplements to or successive issues of said publications.

ISSUED DECEMBER 21, 1939

EFFECTIVE JANUARY 31, 1940
(Except as otherwise provided herein)

Departure from the terms of Rule 9 (e) of Tariff Circular No. 20 is authorized under permission of the Interstate Commerce Commission No. 164928 of November 29, 1937.

ISSUED BY

B. F. PARSONS,
[illegible], C. G. W. R. R. Co.,
209 West Jackson Boulevard, Chicago, Ill.

R. J. FORSTER,
A. G. F. A., C. G. W. R. R. Co.,
CHICAGO, ILL.

D. W. QUICK,
A. G. F. A., C. G. W. R. R. Co.,
OMAHA, NEB.

S. M. LUNDBERG,
A. G. F. A., C. G. W. R. R. Co.,
KANSAS CITY, MO.

G. R. GREGG,
A. G. F. A., C. G. W. R. R. Co.,
CHICAGO, ILL.

T. L. RITCHEY,
A. G. F. A., C. G. W. R. R. Co.,
ST. JOSEPH, MO.

B. J. DE GROODT,
A. G. F. A., C. G. W. R. R. Co.,
ST. PAUL, MINN.

ELP 1439 (20M A) [illegible]

3098A

EX. 242 Bernice Jackson MAR 14 1940

SECTION 1—Concluded

MISCELLANEOUS SWITCHING CHARGES

Item	Commodity	BETWEEN	AND	Rate per Car (Except as noted)
(2) 863-B Cancels 863-A	All carload freight.....	Okes Construction Company Spur, South St. Paul, Minn.....	Industries on CGW at St. Paul, Minn.....	$12.00
			CGW point of interchange with connecting lines in St. Paul, Minn., when originating or destined points within the switching limits of St. Paul, Minn.....	$12.00
			CGW point of interchange with connecting lines in St. Paul, Minn., when having a road haul movement via connecting lines to or from points located beyond the switching limits of St. Paul, Minn.....	$12.00

Reissue. Effective January 8, 1940 in Supplement 8 to ICC 5494. (MRC-G-8677)

Item	BETWEEN Connection with	AND Industries	Business	Rate Per Car
		WINONA, MINN.		
940-C Cancels 940-B	C&NW (See Note)..... CB&Q..... CMStP&P..... GB&W.....	Biessans Stone Co..... Interstate Packing Co..... Winona Pure Food Company.....	Stone..... Packing Plant..... *Milk Condensory.....	$6.93 ①2.48 ①2.48

Note.—No track connection. Interchange made through CB&Q or CMStP&P.
①When in connection with the C&NW, switching charge will be †$4.00, *$2.48 per car.
Effective January 31, 1940 in Supplement 9 to ICC 5494.

SECTION 2

RULES AND REGULATIONS

GOVERNING ABSORPTION OF SWITCHING CHARGES

EXCEPTIONS

ITEM	SUBJECT	RULES
		KANSAS CITY, MO.-KAN.
†1141-A Cancels 1141	Shipments to or from Kansas City Food Terminal District	On carload shipments originating at or destined to Kansas City Food Terminal District as described in UP Tariff 105-I, ICC 4679, switching charges of the UP as provided in tariffs lawfully on file with the Interstate Commerce Commission, or State Commissions, as the case may be, will be absorbed as indicated below, subject to the provisions of Item 1000.

When CGW receives a road haul movement as	ON	UP switching charges absorbed @ per car
Inbound Carrier	Carload shipments destined to hold, inspection, team or industry tracks in Kansas City Food Terminal District.	$13.20 (Inbound) (See exceptions below)
Outbound Carrier	Carload shipments originating at hold, inspection, team or industry tracks in Kansas City Food Terminal District.	$13.20 (Outbound) (See exceptions below)

EXCEPTIONS

Inbound Carrier	Carload shipments diverted or reconsigned from hold, inspection, team or industry tracks in Kansas City Food Terminal District; 1—To a destination within the Kansas City, Mo.-Kan. switching limits..... 2—To a destination beyond the Kansas City, Mo.-Kan. switching limits.....	$6.60 (Inbound) and $6.60 (Outbound) $6.60 (Inbound)
Outbound Carrier	Carload shipments diverted or reconsigned under authorized tariffs of inbound road-haul carriers, from, hold, inspection, team or industry tracks in the Kansas City Food Terminal District to destinations beyond the Kansas City, Mo.-Kan. switching limits.	$6.60 (Outbound)

Effective December 27, 1939 in Supplement 9 to ICC 5494 on Interstate traffic. Issued on five days' notice under permission of the Interstate Commerce Commission No. 179820 of December 19, 1939.
Effective February 8, 1940 in Supplement 3 to PSCMo 258 on Intrastate traffic.

†Indicates reduction.
*Indicates change other than advance or reduction.
(2)Expires with September 30, 1940, unless sooner canceled, changed or extended.

30981

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[fol. 2765] SS-1 U. P. Exhibit No. 243

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission, Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the papers hereto attached, and more particularly hereinafter described, are true copies of pages of schedules filed with the said Interstate Commerce Commission on dates specified below, to wit:

Title page of Chicago, Burlington & Quincy Railroad Company Switching and other Terminal Charges Tariff, C. B. & Q. I. C. C. No. 15625, said page having been filed March 29, 1923. 12th Revised page 134 of Chicago, Burlington & Quincy Railroad Company Switching and other Terminal Charges Tariff, C. B. & Q. I. C. C. No. 15625, said page having been filed January 12, 1940.

(A wavy red line runs diagonally across center of page.)
This exhibit is held together with blue ribbon and red seal of Interstate Commerce Commission 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

(Here follow 2 photolithographs, side folios 2766-2767)

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U. P. EXHIBIT NO. 243

C. B. & Q. I. C. C. No. 15[illegible]
Cancels I. C. C. No. [illegible]

LOOSE LEAF PLAN
No Supplement to this Tariff will be issued except for the purpose of cancelling the tariff

C. B. & Q. G. F. O. No. 26-F
Cancels G. F. O. Nos. 26-E and 2262-D

2766

U. P. EXHIBIT NO. [illegible]

Burlington Route

Chicago, Burlington & Quincy Railroad Company

LOCAL AND PROPORTIONAL FREIGHT TARIFF

—SHOWING—

SWITCHING AND OTHER TERMINAL CHARGES

—AT—

Points on the Chicago, Burlington & Quincy Railroad, Paducah & Illinois Railroad and Quincy, Omaha & Kansas City Railroad

Including List of Business Firms, Industries, Elevators, Etc., Reached by C. B. & Q. R. R., P. & I. R. R. and Q. O & K. C. R. R. Tracks at Such Points

—ALSO—

Rules Governing Absorptions of Switching and Other Terminal Charges

—AT—

VARIOUS POINTS ON THE C. B. & Q. R. R., P. & I. R. R. AND Q. O. & K. C. R. R.

Freight transported under this tariff, in addition to rates and rules named herein, will be subject to current rules and regulations, lawfully on file with the Interstate Commerce Commission and State Commissions, respectively, relating to

Car Service or Demurrage
Mileage and Rentals for Private Cars,
Reconsignment,
Refrigeration.
Storage,

CORRESPONDENCE
3-25-37
FILE NO 11 (Inc)

TAKING EFFECT MAY 1, 1923

Issued March 31, 1923, by
L. H. LAMB, Chief of Tariff Bureau, C. B. & Q. R. R. Co., CHICAGO, ILL.

RECEIVED
INTERSTATE COMMERCE COMMISSION
MAR 30 1923
SECTION OF TARIFFS

F'ds-A.C.D.E.F.G.H.I.J.K.L.M.N.

J.J.C.—A. L. R.—[illegible]

A

3100A

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

I. C. C. No. 15625

C. B. & Q. C. F. C. No. 26-J (Colo. P. U. C. No. 218 Mont. R. C. No. 202 Ill. C. C. No. 1569 S. D. C.-Mo. No. 227 Minn. R. C. No. 168 Wyo. P. S. C. No. 213)

25th Revised page 194
Cancels Twenty-fourth Revised page 194

Section 2

JUNCTION POINTS OF C. B. & Q. R. R. AND OTHER ROADS WHOSE SWITCHING OR TERMINAL CHARGES WILL BE ABSORBED BY C. B. & Q. R. R. AS INDICATED, EXCEPT WHEN LAWFULLY ESTABLISHED TARIFFS APPLYING IN CONNECTION WITH C. B. & Q. R. R. PROVIDE TO THE CONTRARY.

Application EX 243 Bernice Jackson MAR 14 1940

Index No.	Subject	When C. B. & Q. performs road-haul service as	On	Un. Pac. switching charges absorbed
1090 (Part 1—Concluded)	Shipments to or from Kansas City Food Terminal District at Kansas City, Kan.		On carload shipments originating at or destined to Kansas City Food Terminal District, at Kansas City, Kan., switching charges of Un. Pac. R. R. will be absorbed as indicated below:	
		Inbound carrier	Carload shipments destined to hold, inspection, team or industry tracks in Kansas City Food Terminal District.	$13.20 (inbound)
		Outbound carrier	Carload shipments originating at hold, inspection, team or industry tracks in Kansas City Food Terminal District	$13.20 (outbound)
			Carload shipments diverted or reconsigned	
		Inbound carrier	Carload shipments diverted or reconsigned from hold track, inspection track, team track or industry track in the Kansas City Food Terminal District: 1.—To a destination within Kansas City, Mo.-Kan., switching limits	$6.60 (inbound) and $6.60 (out-bound)
			2.—To a destination beyond Kansas City, Mo.-Kan., switching limits	$6.60 (inbound)
		Outbound carrier	Carload shipments diverted or reconsigned under authorized tariffs of inbound road haul carrier from hold track, inspection track, team track or industry track in Kansas City Food Terminal District to a destination beyond Kansas City, Mo.-Kan., switching limits	$6.60 (outbound)
	Shipments to or from facilities at Second and Wyandotte Streets, Kansas City, Mo.		①¶On carload shipments originating at or destined to facilities at Second and Wyandotte Streets, Kansas City, Mo., switching charges of K. C. S. Ry. will be absorbed as indicated below:	
		Inbound carrier	Carload shipments destined to hold, inspection or team tracks at Second and Wyandotte Streets	$13.20 (inbound)
		Outbound carrier	Carload shipments originating at hold, inspection, or team tracks at Second and Wyandotte Streets	$13.20 (outbound)
			Carload shipments diverted or reconsigned	
		Inbound carrier	Carload shipments diverted or reconsigned from hold track, inspection track, or team track at Second and Wyandotte Streets.: 1.—To a destination within Kansas City, Mo.-Kan., switching limits	$6.60 (inbound) and $6.60 (outbound)
			2.—To a destination beyond Kansas City, Mo.-Kan., switching limits	$6.60 (inbound)
		Outbound carrier	Carload shipments diverted or reconsigned under authorized tariffs of inbound road haul carrier from hold track, inspection track or team track at Second and Wyandotte Streets to a destination beyond Kansas City, Mo.-Kan., switching limits	$6.60 (outbound)

&Indicates reduction.
¶Indicates addition.
①Effective February 12, 1940.

Issued January 9, 1940, by
L. H. LAMB,
Chief of Tariff Bureau, C. B. & Q. R. R.
547 West Jackson Boulevard, CHICAGO, ILL.

(Edw. Keogh Ptg. Co. Chicago—70639)

Taking effect February 26, 1940
(except as otherwise provided)

W. E. Dr.—29475.
Filed—A. C. D. E. F. G. I. J. K. L. M. N.

(2200—B-44473)

31008

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[fol. 2768] SS-1 U. P. Exhibit No. 244

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission, Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 14 to Missouri Pacific Railroad Company Freight Tariff, I. C. C. No. A-8917, said schedule having been filed with the said Interstate Commerce Commission on December 9, 1939.

(A wavy red line runs diagonally across center of page.)
(This exhibit is held together with blue ribbon and red seal of Interstate Commerce Commission, 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

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U. P. EXHIBIT NO. 244 2769-2770

RATES AND CHARGES PUBLISHED IN THIS SUPPLEMENT ARE NOT SUBJECT TO INCREASES PROVIDED IN SUPPLEMENT NO. 4.

SUPPLEMENT NO. 12 TO
P.S.C.-MO. NO. 2350
Cancels Supplement No. 11
Supplements Nos. 4,6 and 12 contain all changes from the original Tariff that are effective on the date hereof.

SUPPLEMENT NO. 14 TO
I.C.C. NO. A-8917
Cancels Supplement No. 13
Supplements Nos. 4,7,8 and 14 contain all changes from the original Tariff that are effective on the date hereof.

MISSOURI PACIFIC RAILROAD COMPANY
(Guy A. Thompson, Trustee)

EX 244 Jackson MAR 1 4 1940

SUPPLEMENT NO. 14
Cancels Supplement No. 13
Supplements Nos. 4,k7,8 and 14 contain all changes from the original Tariff that are effective on the date hereof.

to

FREIGHT TARIFF

of

LOCAL SWITCHING RATES

also

ABSORPTION OF CONNECTING LINES' SWITCHING CHARGES, ETC.

NO. 3117-N

on

CLASSES AND COMMODITIES

between

CONNECTIONS OF

and

SIDE TRACKS ON THE MISSOURI PACIFIC RAILROAD COMPANY, WITHIN THE SWITCHING LIMITS (AS DESCRIBED IN ITEM NO. 90 HEREOF; SEE ALSO ITEM NO. 2460)
of
KANSAS CITY, MO., AND KANSAS CITY, KAN.
(Will not apply on Kansas Intrastate traffic)

Governed, except as otherwise provided herein, by Western Classification No. 68, Agent R.C. Fyfe's I.C.C. No. 25, P.S.C.-Mo. No. 17, by exceptions thereto in Mo.Pac. R.R. Classification No. 69-C, I.C.C. No. A-8205, P.S.C.-Mo. No. 2449, and by Mo.Pac. R.R. Rules and Regulations Circular No. 114-L, I.C.C. No. A-8623, P.S.C.-Mo. No. 2231.

ISSUED DECEMBER 9, 1939.

EFFECTIVE JANUARY 10, 1940.
(Except as otherwise provided herein.)

Departure from the terms of Rule 9(e) of Tariff Circular 20 is authorized under permission of the Interstate Commerce Commission, No. 16717 of March 12, 1938, as amended.

Departure from the terms of Rule 9(e) of Tariff Circular No. 42 is authorized under Public Service Commission of the State of Missouri, Authority No. 5097 of May 26, 1938, as amended.

The Tariff hereby amended will be further amended or reissued to provide specific publication of rates and charges increased under Ex Parte 123, effective on or before March 25, 1940.

j Blanket Supplement No. 12.
k Blanket Supplement No. 142.

H. E. DUSSER,
Assistant General Freight Agent,
Missouri Pacific Building,
13th and Olive Streets,
ST. LOUIS, MO.

Issued by
G. H. GUION,
Freight Traffic Manager,
Missouri Pacific Building,
13th and Olive Streets,
ST. LOUIS, MO.

(Printed in U.S.A.) (7-? - Autry. 2941.) (28)

3103

LIST OF SWITCHES, INDUSTRIES AND DELIVERY POINTS ON THE MISSOURI PACIFIC RAILROAD LOCATED WITHIN SWITCHING LIMITS OF KANSAS CITY, MO.-KAN. (SEE ITEM NO. 90), AND RATE GROUPS IN WHICH LOCATED

Bruce Jackson MAR 14 1940

Item No.	FIRM NAME	LOCATION		RATE GROUP (See Item Nos. 2280 and 2300)
(12) 1870-A Cancels 1870	United Materials, Inc.	911 Mulberry St.	K.C., Mo.	Eliminate. No longer located on this line.
(12) 1922	Vermiculite Co.	911 Mulberry St.	K.C., Mo.	4
(1) 1930-A Cancels 1930	Volkert, T.C.	Leeds,	K.C., Mo.	Eliminate. Industry has ceased operation.
(1) (2) 2005	Wood Preserving Corp., The	27th St. and K.C.S. Tracks.	Leeds, Mo.	(1) 1

MISCELLANEOUS RATES
In Cents Per Car

Item No.	ON	BETWEEN	AND	RATE
	Commodities named in Note 1.	Hold, Inspection or Team Tracks in the Kansas City Food Terminal District. (See Note 3)	Mo.Pac. R.R. track connections with other railroads in Kansas City, Mo.-Kan.	1320 (See exception)
(10) (16) 2582	All Freight except Sand and Gravel.	Industry tracks in Kansas City Food Terminal District. (See Note 3)		
	EXCEPTION--On freight on which line haul has been performed by railroad, diverted or reconsigned as authorized in tariffs of inbound road haul carrier, lawfully on file with the Interstate Commerce Commission, from hold, inspection, team or industry tracks in the Kansas City Food Terminal District (See Note 3) to destinations within or without the Kansas City, Mo.-Kan. switching district will be $6.60 per car for the inbound movement and $6.60 per car for the outbound movement, in addition to charges for diversion or reconsignment as are published for such service, except when the Mo.Pac. R.R. performs the inbound road haul, no switching charge will be assessed.			
	All Freight except Sand and Gravel.	Hold, Inspection, Team or Industry Tracks in the Kansas City Food Terminal District. (See Note 3)	Industry Tracks on the Mo.Pac. R.R. in Kansas City, Mo.-Kan.	1320 (See exception)
(10) (16) 2585	EXCEPTION--On commodities named in Note 1 on which a line haul has been performed by a connecting railroad and reswitched after having been set for delivery from hold, inspection, team or industry tracks in the Kansas City Food Terminal District (See Note 3) to industry tracks (except interchange tracks) on the Mo.Pac. R.R. in Kansas City, Mo.-Kan., without shipment having broken bulk, the charge will be $6.60 per car.			

NOTE 1--Where reference is made to Note 1, the rates named will apply on commodities as follows:

Fruits and vegetables, fresh or green, including potatoes, onions, berries and melons
Meats, fresh, cured, dried or smoked, and packing house products, edible
Fish
Eggs
Poultry, live or dressed
Cheese
Butter, butterine and margarine
Flour, meal and cereal food preparations, edible, not otherwise specified in this Note
Canned Food Products
Nuts, edible
Coffee and Tea
Rice
Salt
Sugar
Bags, bagging and wrapping paper
Boxes, crates and barrels
Box, crate and cooperage material
Bakery Goods
Table syrups and edible molasses
Beverages
Ice
Soap and washing compound

NOTE 3--The Kansas City Food Terminal District comprises that portion of the Public Levee served by the Missouri Pacific R.R. east of Minnesota Avenue extension, bounded on the north by Richmond Avenue, extended, on the east by the Missouri River, and on the south by the Kaw River, in Kansas City, Kan.

(8) Not applicable on shipments provided with rates under Item No. 2460-A.

(12) Applies on interstate traffic only.

(1) REISSUED from Supplement No. 4 to I.C.C. No. A-8917, Supplement No. 7 to P.S.C.-Mo. No. 2350, effective November 23, 1938.

(10) (16) REISSUED from Supplement No. 10, effective December 26, 1938.

(2) REISSUED from Supplement No. 11 to I.C.C. No. A-8917, Supplement No. 9 to P.S.C.-Mo. No. 2350, effective March 1, 1939.

(7) REISSUED from Supplement No. 12 to I.C.C. No. A-8917, Supplement No. 10 to P.S.C.-Mo. No. 2350, effective September 28, 1939.

Item No.	ON	BETWEEN	AND	RATE
	All Freight except Sand and Gravel.	Hold, Inspection, Team and Industry Tracks in the Kansas City Food Terminal District. (See Note 3)	Hold, Inspection, Team and Industry Tracks in the Kansas City Food Terminal District. (See Note 3)	1520 (See exception)

(16) 2387 EXCEPTION--On commodities named in Note 1 on which a line haul has been performed by railroad and reswitched after having been set for delivery, the following will apply:
(a) From hold or inspection tracks to team or industry tracks, when shipment has not broken bulk, no charge (See Note 2).
(b) Between team and industry tracks, when shipment has not broken bulk, no charge (See Note 2).
(c) Between team and industry tracks, or between industry tracks, after partial unloading $3.30 per car.

RATES IN CENTS PER ONE HUNDRED POUNDS

Item	COMMODITY	FROM	TO	RATE
(11) 2460-A Cancels (12) 2460	Ties, wooden, Fence Posts, Piling, Poles, Lumber and Timbers, carload.	St.L.-S.F. Ry. connection near Centropolis, Mo.	Plant of The Wood Preserving Corp., near Loeds, Mo.	1 5/8 minimum $8.91 per car

ABSORPTIONS

Item No.	ABSORPTIONS
(11) 2500-C Cancels 2500-B	APPLICATION OF KANSAS CITY, MO., RATES TO INDUSTRIES ON THE KANSAS CITY PUBLIC SERVICE CO., (DODSON DIVISION) IN CONNECTION WITH KANSAS CITY PUBLIC SERVICE COMPANY (6) (a) Carload rates FROM points on the Missouri Pacific Railroad and connections, as follows: Arkansas. . . . . .All points, Colorado. . . . . .All points, Illinois. . . . . .All points, Kansas. . . . . .On and south of main line west of Dodson, Mo., including the Topeka, Salina and Kunopolis Branches, Louisiana . . . . . .All points, Missouri. . . . . .(See Note 1 on Page 5), Oklahoma. . . . . .All points, Texas . . . . . .All points. (b) Traffic originating at points east of the Illinois-Indiana State Line, as described in W.T.L. Territorial Directory No. 1-B, Agent L.E. Kipp's I.C.C. No. A-1934, P.S.C.-Mo. No. 375, when received from connecting lines at St.Louis, Mo. or East St.Louis, Ill. (Concluded on following page)

NOTE 1--Where reference is made to Note 1, the rates named will apply on commodities as follows:

Fruits and vegetables, fresh or green, including potatoes, onions, berries and melons.	Coffee and Tea
Meats, fresh, cured, dried or smoked, and packing house products, edible	Rice
Fish	Salt
Eggs	Sugar
Poultry, live or dressed	Bags, bagging and wrapping paper
Cheese	Boxes, crates and barrels
Butter, butterine and margarine	Box, crate and cooperage material
Flour, meal and cereal food preparations, edible, not otherwise specified in this Note	Bakery goods
Canned food products	Table syrups and edible molasses
Nuts, edible	Beverages
	Ice
	Soap and washing compound

NOTE 2--The term "broken bulk" used herein is not to be construed as applying to removal of samples of the lading of the cars for such purposes as inspection, grading, or testing (provided only such samples are removed from the premises or property of the railroad as are necessary to determine the grade of the commodity), nor to a car stopped in transit under tariff authority to partly unload or to complete loading.

NOTE 3--The Kansas City Food Terminal District comprises that portion of the Public Levee served by the Missouri Pacific R.R. east of Minnesota Avenue extension, bounded on the north by Richmond Avenue, extended, on the east by the Missouri River, and on the south by the Kaw River, in Kansas City, Kan.

(6) Subject to minimum net revenue per car as provided in Item No. 2620.
(11) As amended by Supplement No. 4.
(12) Applies on Interstate traffic only.
(C) REISSUED from Supplement No. 10, effective December 20, 1938.
(I) REISSUED from Supplement No. 11 to I.C.C. No. A-8917, Supplement No. 9 to P.S.C.-Mo. No. 2350, effective March 1, 1939.
(Z) REISSUED from Supplement No. 12 to I.C.C. No. A-8917, Supplement No. 10 to P.S.C.-Mo. No. 2350, effective September 28, 1939.

Item No.	EXCEPTION
(R) 2630-A Cancels 2630	**GRAIN** Switching charges of connecting lines will not be absorbed. On carload shipments of Grain as described in List No. 1, Item 200, Western Trunk Lines' Tariff No. 330-D, Agent L.E. Kipp's I.C.C. No. A-2944, P.S.C.-Mo. No. 62, either local or competitive, arriving in Kansas City, Mo.-Kan., via the Missouri Pacific R.R., when destined or reconsigned to elevators or industries on connecting line, except when moving from Omaha, Lincoln, South Omaha, Neb., and Council Bluffs, Iowa, also when moving from points beyond from which rates to Kansas City, Mo.-Kan., are based on the combination and move via such points, namely: Omaha, Lincoln, South Omaha, Neb., and Council Bluffs, Iowa. NOTE--Grain products into Kansas City, Mo.-Kan., is not considered Grain even though the Grain rate is used from point of origin to Kansas City, Mo.-Kan., on shipments given transit privileges.
(R) & 2635	**SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT** On carload shipments originating at or destined to Kansas City Food Terminal District, switching charges of the Union Pacific R.R. (See Item No. 170) will be absorbed as indicated below, subject to the provisions of Item No. 2620.

When Mo.Pac. R.R. received a road haul movement as:	On	Union Pacific R.R. Switching Charges Absorbed. (Per Car)
Inbound Carrier	Carload Shipments destined to Hold, Inspection, Team or Industry Tracks in Kansas City Food Terminal District.	$13.20 (Inbound) (See Exception Below)
Outbound Carrier	Carload Shipments originating at Hold, Inspection, Team or Industry Tracks in Kansas City Food Terminal District.	$13.20 (Outbound) (See Exception Below)
EXCEPTIONS		
Inbound Carrier	Carload Shipments diverted or reconsigned from Hold, Inspection, Team or Industry Tracks in the Kansas City Food Terminal District: (1) To a destination within the Kansas City, Mo.-Kan. switching limits described in Item No. 90. (2) To a destination beyond the Kansas City, Mo.-Kan. switching limits described in Item No. 90.	$6.60 (Inbound) And $6.60 (Outbound) $6.60 (Inbound)
Outbound Carrier	Carload Shipments diverted or reconsigned under authorized Tariffs of inbound road-haul carriers, from Hold, Inspection, Team or Industry Tracks in the Kansas City Food Terminal District to destinations beyond the Kansas City, Mo.-Kan. switching limits, described in Item No. 90.	$6.60 (Outbound)

& Indicates reduction.
(R) Effective January 10, 1946.
[R] REISSUED from Supplement No. 11 to I.C.C. No. A-8917, Supplement No. 9 to P.S.C.-Mo. No. 2750 effective March 1, 1939.

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[fol. 2775] SS-1 U. P. Exhibit No. 245

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission, Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 4 to Missouri-Kansas-Texas Railroad Company Local Freight Tariff No. 6549-D, I. C. C. No. 1169, said schedule having been filed with the said Interstate Commerce Commission on January 4, 1940.

(A wavy red line runs diagonally across center of page.)
(This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of The Interstate Commerce Commission.

(Here follow 3 photolithographs, side folios 2776-2778)

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U. P. EXHIBIT NO. 245

2776

Supplement No. 4 to
P. S. C.-Mo. No. 269
(Cancels Supplement No. 3)
Supplement No. 4 contains all changes from the original tariff that are effective on the date hereof.

Supplement No. 4 to
I. C. C. No. 1169
(Cancels Supplement No. 3)
Supplement No. 4 contains all changes from the original tariff that are effective on the date hereof.

(498)

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

SUPPLEMENT No. 4
(Cancels Supplement No. 3)
Supplement No. 4 contains all changes
TO

LOCAL FREIGHT TARIFF No. 6549-D

GOVERNING

Switching Charges

Agents will stamp below date received

EX 245 Monica Jackson MAR 14 [illegible]

BETWEEN

Points in Kansas City, Mo.-Kan., Switching Limits
(See Item No. 5 for Description)

ALSO

Rental Charges and Absorptions of Switching, Trackage, Transfer and other Terminal Charges at Kansas City, Mo.-Kan.

ISSUED JANUARY 3, 1940 — **EFFECTIVE FEBRUARY 6, 1940**
(Except as otherwise provided herein)

R. C. TROVILLION,
F. T. M., M.-K.-T. R. R. Co.
ST. LOUIS, MO.

Issued by D. J. COLLINS,
G. F. A., M.-K.-T. R. R. Co.,
1849 Railway Exchange Bldg.,
ST. LOUIS, MO.

(R.A.L.) (L.E.R.)

7927

PHOTOGRAPHED BY JOHN S. SWIFT CO., INC. ST. LOUIS, CHICAGO, NEW YORK, CINCINNATI
(PRINTED IN U.S.A.)

3108A

RULES GOVERNING SWITCHING CHARGES

(R) ITEM NO. 80-A Cancels 80

RENTAL CHARGE

In addition to switching rate, a charge of $3.30 will be made for car rental upon such cars as are loaded and destined to points for unloading, both within the switching limits of the same station, whether on the tracks of the M.-K.-T. R.R. or its connections (see Exception), except at points within the State of Missouri.

No charge will be made for car rental where cars used are owned or leased by shippers or consignees. Will not apply in connection with Item 80.

(R-1)(2) EXCEPTION—Will not apply at points in Kansas when cars are loaded with Grain and Grain Products.

SWITCHING CHARGES

ITEM NO. 45-A Cancels 45.

Reissued from Supplement No. 1, effective April 12, 1939.

SWITCHING RATES BETWEEN INDUSTRIES ON THE M.-K.-T. R.R. AND POINTS OF INTERCHANGE WITH THE FOLLOWING CONNECTING LINES WITHIN KANSAS CITY, MO.-KAN. SWITCHING LIMITS (as described in Item No. 5, or reissues): Alton R.R.,A.T.& S.F. Ry., C.B.& Q. R.R.,C.G.W. R.R.,C.M.St.P.& P. R.R.,C.R.I.& P. Ry.,K.C.S. Ry.,K.C.T. Ry.,Mo.Pac. R.R.,Q.O.& K.C. R.R.,St.L.-S.F. Ry.,U.P. R.R. and Wab. Ry.,also M.-K.-T. R.R. team tracks, 14th and Wyoming Sts. Will not apply on Coal from Kansas City, Kan. (See Item No. 95, or reissues).

SWITCHING RATES IN DOLLARS AND CENTS PER CAR

INDUSTRY	LOCATION	RATE	INDUSTRY	LOCATION	RATE
Battenfield Grease & Oil Co.	Kansas City,Mo.		Milcor Steel Co.	Kansas City,Kan.	
Blatz Brewing Co.	Kansas City,Mo.		Parker Transfer Co.	Kansas City,Kan.	
Central Bag Co.	Kansas City,Mo.		Phillips Petroleum Co.	Kansas City,Mo.	
City Beverage Co.	Kansas City,Kan.		Rushton,Geo.,Baking Co.	Kansas City,Kan.	
(2) Colonial Cabinet Co.	Kansas City,Mo.		Shirk,A.J. Roofing Co.	Kansas City,Mo.	
Continental Oil Co.	Kansas City,Mo.	(2) $6.93	Southern Oil Co.	Kansas City,Mo.	(2) $6.93
Eagle Picher Mining & Smelting Co.	Kansas City,Kan.	(2) $7.10	Stockyards Farmer Stores	Kansas City,Mo.	(2) $7.10
Fincke Coal Co.	Kansas City,Kan.	(2) $9.35	Strasser,A.L.,Hardware Co.	Kansas City,Mo.	(2) $9.35
Hill Street Transfer Track.	Kansas City,Kan.		Thomac Paint & Oil Co.	Kansas City,Mo.	
Kansas City Mills	Kansas City,Mo.		(3) Val Blatz Brewing Co.	Kansas City,Mo.	
(1) Katy Elevator	Kansas City,Kan.		Western Roofing Co.	Kansas City,Mo.	
Mayor,J.A.,Stone Setting Co. (Track Forty-Eight)	Kansas City,Mo.		Western Oil & Gas Co.	Kansas City,Mo.	

EXCEPTIONS TO SWITCHING ABSORPTION AUTHORIZED UNDER ITEMS 115 TO 125, INCL., OR REISSUES

Item No.	SUBJECT	EXPLANATION
(R) 167	SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT	On carload shipments originating at or destined to Kansas City Food Terminal District, switching charges of the Union Pacific R.R. (see Item 120) will be absorbed as indicated below, subject to the provisions of Item 135..

When M.-K.-T. R.R. Received a Road-haul movement as:	ON	Union Pacific R.R. Switching Charges absorbed. (See Note A below).
Inbound Carrier	Carload shipments destined to Hold, Inspection,Team or Industry Tracks in Kansas City Food Terminal District.	$13.20 (Inbound) (See Exception herein)
Outbound Carrier.	Carload shipments originating at Hold, Inspection,Team or Industry Tracks in Kansas City Food Terminal District.	$13.20 (Outbound) (See Exception herein)
	EXCEPTIONS	
Inbound Carrier	Carload shipments diverted or reconsigned from Hold,Inspection,Team or Industry Tracks in the Kansas City Food Terminal District: (1) To a destination within the Kansas City,Mo.-Kan. switching limits described in Item 5.	$6.60 (Inbound) And $6.60 (Outbound)

(Concluded on following page)

(1) See Items Nos. 80, 87 and 89, or reissues.
(2) Applies only on Grain and Grain Products.
(3) Applies only on Empty Beverage Containers and then only for cross-town movements.
(4) Will not apply on Grain and Grain Products nor on Empty beverage containers for cross-town movements.
(5) Eliminate; account no longer located on M.-K.-T. rails.
(6) Eliminate; see Blatz Brewing Co.
(7) Issued under authority of Kansas State Corporation Commission in Fifth Supplemental Order in Docket No. 3973 of July 8, 1939.
(R) Reissued from Supplement No. 2, effective September 20, 1939, except as noted by "(R-1)".
(R-1) Reissued from Supplement No. 2, effective August 24, 1939.

NOTE A—If switching charge is in excess of this amount,excess will be in addition to the line haul rate.

(R) Reissued from Supplement No. 3, effective December 11, 1939.

31088

EXCEPTIONS TO SWITCHING ABSORPTION AUTHORIZED UNDER ITEMS 115 TO 125, INCL., OR REISSUES—Concluded

Item No.	SUBJECT	EXPLANATION		
		When M.-K.-T. R.R. Received a Road-haul movement as:	On	Union Pacific R.R. Switching Charges absorbed. (See Note A below).
		EXCEPTIONS—Concluded		
R 127 (Concluded)	SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT	Inbound Carrier. .	Carload shipments diverted or reconsigned from Hold, Inspection, Team or Industry Tracks in the Kansas City Food Terminal District: (2) To a destination beyond the Kansas City, Mo.-Kan. switching limits described in Item 5.	$6.60 (Inbound)
		Outbound Carrier .	Carload shipments diverted or reconsigned under authorized tariffs of Inbound Road-Haul Carriers, from Hold, Inspection, Team or Industry Tracks in the Kansas City Food Terminal District to Destinations beyond the Kansas City, Mo.-Kan. switching limits described in Item 5.	$6.60 (Outbound)
4128	SHIPMENTS ORIGINATING AT OR DESTINED TO HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS OF K.C.S. RY. AT SECOND AND WYANDOTTE STREETS	On carload shipments originating at or destined to Second and Wyandotte Streets, switching charges of the Kansas City Southern Railway (see Item 180) will be absorbed as indicated below, subject to the provisions of Item 135.		
		When M.-K.-T. R.R. Received a Road-haul movement as:	On	K.C.S. Ry. Switching Charges absorbed. (See Note A below).
		Inbound Carrier. .	Carload shipments destined to Hold, Inspection, Team or Industry Tracks at Second and Wyandotte Streets.	$13.20 (Inbound) (See Exception herein)
		Outbound Carrier .	Carload shipments originating at Hold, Inspection, Team or Industry Tracks at Second and Wyandotte Streets.	$13.20 (Outbound) (See Exception herein)
		EXCEPTIONS		
		Inbound Carrier. .	Carload shipments diverted or reconsigned from Hold, Inspection, Team or Industry Tracks at Second and Wyandotte Streets. (1) To a destination within the Kansas City, Mo.-Kan. switching limits described in Item 5. (2) To a destination beyond the Kansas City, Mo.-Kan. switching limits described in Item 5.	$6.60 (Inbound) And $6.60 (Outbound) / $6.60 (Inbound)
		Outbound Carrier .	Carload shipments diverted or reconsigned under authorized tariffs of Inbound Road-Haul Carriers, from Hold, Inspection, Team or Industry Tracks at Second and Wyandotte Streets to Destinations beyond the Kansas City, Mo.-Kan. switching limits described in Item 5.	$6.60 (Outbound)

Item No.	COMMODITY	APPLICABLE ON	EXPLANATION
R 170-B Cancels 170-A	Grain, carloads.	Inbound traffic from all points.	No switching charges of connecting lines at Kansas City, Mo. will be absorbed on Grain (see Note 1 herein), either from local or competitive points, when destined or reconsigned to elevators or industries on connecting lines at points shown on title page, except the M.-K.-T. R.R. will absorb the switching charge of the Mo.Pac. R.R. on Grain (see Note 1 herein), from their track connection with the M.-K.-T. R.R. to the Checker Board Elevator and Purina Mills at Kendale Station when the M.-K.-T. R.R. receives the inbound road haul. NOTE 1—Grain referred to herein is as described in List No.1, Item 200, Western Trunk Lines' Tariff No. 320-D, Agent L.E. Kipp's I.C.C. No. A-2944, M.P.T.C.-Mo. No. 684, supplements thereto or successive issues thereof.

△ Denotes reduction. (File 101)
R Reissued from Supplement No. 2, effective September 20, 1939.
R Reissued from Supplement No. 3, effective December 11, 1939.
NOTE A—If switching charge is in excess of this amount, excess will be in addition to the line haul rate.

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[fol. 2779] U. P. Exhibit No. 246

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission, Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 40 to The Chicago, Rock Island and Pacific Railway Company Freight Tariff No. 21432-T, I. C. C. No. C-12853, said schedule having been filed with the said Interstate Commerce Commission December 29, 1939.

(A wavy red line runs diagonally across center of page.)

(This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of The Interstate Commerce Commission.

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U. P. EXHIBIT NO. 246 2780-2781

Supplement No. 40 to Ill. C. C. No. 733 (Cancels Supplements Nos. 36 and 39)
Supplement No. 40 to P. S. C. Mo. No. 658 (Cancels Supplements Nos. 36 and 39)
Supplement No. 40 to I. C. C. No. C-12853 (Cancels Supplements Nos. 36 and 39)
(Supplements Nos. 31, 38 and 40 contain all changes from the original tariff that are effective on the date hereof)

Supplement No. 40 to Ark. C. C. No. 286
Supplement No. 40 to Colo. P. U. C. No. 286
Supplement No. 40 to Miss. R. C. No. 286
Supplement No. 40 to N. M. C. C. No. 221
Supplement No. 40 to R. C. T. No. 4

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY

FRANK O. LOWDEN, JAMES E. GORMAN AND JOSEPH B. FLEMING, TRUSTEES

IN CONNECTION WITH PARTICIPATING CARRIERS AS SHOWN ON PAGE 2 OF TARIFF

SUPPLEMENT No. 40.
(Cancels Supplements Nos. 36, 37-A and 39)
(Supplements Nos. 31, 38 and 40 include all current changes)

TO

FREIGHT TARIFF No. 21432-T

Ex. 246 Bernice Jackson MAR 1 4 1940

SHOWING

SWITCHING AND OTHER TERMINAL CHARGES

ALSO

CAR RENTAL CHARGES

AT

Junctions and other Points on C. R. I. & P., including list of business firms, industries, elevators, etc., reached by C. R. I. & P. at such points.

ALSO

Rules Governing Absorption of Drayage, Switching, Cleaning, Bedding, Disinfecting, Loading, Reconsigning, Trackage, Transfer, Trap-Car, Unloading and Weighing Charges

Governed, except as otherwise provided, by the Western Classification No. 68, R. C. Fyfe's I. C. C. No. 29, Ill. C. C.-W. C. No. 15, P. S. C. Mo.-W. C. No. 17, P. U. C. Colo.-W. C. No. 17, C. C. Okla.-W. C. No. 15, S. C. C. N. M.-W. C. No. 15, Illinois Classification No. 21, R. A. Sperry's I. C. C. No. 429, Ill. C. C.-I. C. No. 219, and by supplements to or successive issues of said publications.

ISSUED DECEMBER 30, 1939

EFFECTIVE FEBRUARY 1, 1940
(Except as otherwise provided herein.)

J. M. SPANN,
A. F. T. M., C. R. I. & P. Ry.,
LITTLE ROCK, ARK.

E. NIGG,
G. F. A., C. R. I. & P. Ry.,
CHICAGO, ILL.

C. P. VARNEY,
G. F. A., C. R. I. & P. Ry.,
KANSAS CITY, MO.

A. MACKENZIE,
F. T. M., C. R. I. & P. Ry.,
CHICAGO, ILL.

G. R. ANGELL,
G. F. A., C. R. I. & P. Ry.,
FORT WORTH, TEX.

F. S. BROOKS,
G. L. S. A., C. R. I. & P. Ry.,
CHICAGO, ILL.

Issued by
G. H. HANES,
A. G. F. A., C. R. I. & P. Ry.,
La Salle Street Station,
CHICAGO, ILL.

(S. S.) (Ia., Kan., La., Neb., Okla., S. D., Tex.) Supp. No. 40 to C. R. I. & P. Ry. F. T. No. 21432-T.

3111

SECTION 1-Continued
INTERSTATE, INTER-TERMINAL, INTER-PLANT AND INTRA-TERMINAL SWITCHING CHARGES

[illegible] Iowa, Inc.
(C.F.[illegible]) (T.A.[illegible])

Supervision Des Moines,Ia. as shown on page 41 of tariff and as amended.

Stations on C.B.I.& P.,C.& N.W.,C.B.& Q.,C.G.W.,C.M.St.P.& P.,D.M.U.,D.M.W.,D.M.& C.I.,Ft.D.D.M.& S., N.A St.L. and Wab.

Direct track connection with C.& N.W.,C.B.& Q.,C.G.W.,C.M.St.P.& P.,D.M.U.,D.M.W.,D.M.& C.I.,Ft.D.D.M.& S., N.A St.L. and Wab.

Interchange with D.M.& C.I.,destined to or originating at Fort Des Moines,Iowa,effected through C.G.W.

FIRMS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted) C.& N.W.	Group A All other Lines	Group B
Allis Chalmers Mfg. Co.	$4.00	$3.96	
Amend,C.& Sons Packing Co	4.00	3.96	
♦ Ames Wholesale Grocery	4.00	3.96	
♦ Banner Packing Co.	4.00	3.96	
♦ Burden,F.C.& Sons	.....	.....	
Benson,H.W.	4.00	3.96	
Black Diamond Fuel Co	4.00	3.96	
♦ Blakeslee,R.B.	.....	.....	
♦ Blue Ribbon Fruit Co	.....	.....	
Bosley Packing Co	4.00	3.96	
Campbell Heating Co	$6.93	$6.93	
♦ Capital City Sand Co			
Carpenter Paper Co.	$4.00	$3.96	
Case,J.I.,Co.			
Century Lumber Co			
♦ Coon River Sand Co	.....	.....	.....
Des Moines Bale Tie Co.	$4.00	$3.96	
Des Moines Drug Co.			
Des Moines Elevator & Grain Co			
Des Moines Gas Co			
Des Moines Iron Co.			
Des Moines Packing Co			
Des Moines Stove Repair Co.			
Eggers-Des Moines Container Co			
♦ Elder,W.L.			
Firestone Service Stores.			
General Motors Parts Corp (Chevrolet Div.)			
Goodwin Tile & Brick Co	$6.93	$6.93	
Hawkeye Portland Cement Co.	$4.46 (1)	$4.46 (2)	

FIRMS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted) C.& N.W.	Group A All other Lines	Group B
Home Oil Co	$4.00	$3.96	
Iowa Iron & Metal Co.	4.00	3.96	
♦ Iowa Livestock Marketing Corp	.....	.....	
Iowa Packing Co			
Jaeger Mfg. Co.	4.00	3.96	
Keith Furnace Co.			
♦ Kelley Feed Co			
♦ Kent & Co.	.....	.....	
Kirkwood Warehousing Co	4.00	3.96	
Lake Shore Tire & Rubber Co.	$6.93	$6.93	
Leatcher & Burch Mfg. Co	$4.00	$3.96	
♦ Martin and Malloy.			
Millers Flour & Feed Co			
Minneapolis Moline Power Implement Co			
National Feed & Supply Co			
Neuman,Arthur H.,Co			
♦ Packers Petroleum Co	.....	.....	
Pease Hay Commission Co			
Peerless Chemical Co.			
Perkins Builders Supply & Fuel Co.	$4.00	$3.96	
♦ Peterson Sheep Co.			.....
Pittsburg Plate Glass Co.			
♦ Potthoff & Rosene.	.....	.....	
Prouty Bowler Soap Co			
Rock Island Motor Transit Co			
Rollins Hosiery Mills			
Rowat Cut Stone Co.			
Royer,E.H.,& Co	$4.00	$3.96	
Sheuerman Brothers,Inc.			
Skelly Oil Co			
Skinner D.L.,Co			
Spencer Kellog & Sons,Inc			
Standard Oil Co			
State Fair Grounds.	$6.93	$6.93	
♦ Swift & Co.,Soy Bean Mill			
Talbott & Dutcher Stock Yards.	$4.00	$3.96	
Tarkio Molasses Feed Co			
♦ Urbandale Coal Co.			
Universal Carloading & Distributing Co.			
White Line Transfer & Storage Co			
♦ Wholesale Merchants Delivery			
♦ Wisdom,John C.			
Younker Brothers,Inc.			
Zero Dry Ice Co			

For explanation of reference characters and notes not provided on this page,see page 7,hereof.

♦ Reduction. ♦ Advance.

SECTION 2-Continued
RECIPROCAL, INTER-TERMINAL, INTRA-PLANT AND INTER-TERMINAL SWITCHING CHARGES

JOLIET, ROCKDALE, Ill.

				GROUP A	GROUP B
718	Sand. . . . . Gravel. . . . . Strippings,viz.: Sand Pit,Gravel Pit,Gravel Pit Waste Material suitable for filling and back filling, carloads.	Chicago Gravel Co .	Point of interchange with connecting line on traffic destined to points on connecting line within switching limits	.....	$6.95 per car

LINCOLN,NEB.
(C.F.21503) (T.A.20888)

Supersedes Lincoln,Neb. as shown on page 67 of tariff and as amended.
Station on C.R.I.& P.,C.& N.W.,C.B.& Q.,Mo.Pac.,O.L.& B. and Un.Pac.
Direct track connection with C.& N.W.,Mo.Pac. and O.L.& B.
Interchange with Un.Pac.,effected through Mo.Pac.
Interchange with C.B.& Q.,effected through O.L.& B.

See Note 10 below	PIERS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted)		Group B	See Note 10 below	PIERS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted)		Group B
		● C.& N.W.	All other Lines ✦C.& N.W.				● C.& N.W.	All other Lines ✦C.& N.W.	
(b)	(2) Abel Construction Co.,(Randolph St.)	$4.00	$3.96		(b)	(1) McLaughlin Lumber Co	$4.00	$2.48	
(b)	(1) Checker Oil Co.	4.00	2.48		(a)	(4) Meek Lumber Co. . .	6.95	6.95	
(b)	(3) City of Lincoln St.Well.	5.45	5.45	See Note 10 below	(b)	(2) Merritt,D.H., 26th and Randolph.	4.00	3.96	
(b)	(1) City Fuel Co. . . .	4.00	2.48		(b)	(2) Newberg & Bookstrom	4.00	3.96	
(b)	(1) Citizens Supply Co.	4.00	2.48		(b)	(2) Pauley Lumber Co. .	4.00	3.96	
(b)	(2) Clover Fuel & Material Co. . . .	4.00	3.96		(b)	(2) Phillips Petroleum Co	4.00	3.96	
(b)	(1) ● Colonial Red Cedar Chest Co . .	.....	.....		(b)	(2) Roberts Construction Co. South 26th St.	4.00	3.96	
(b)	(1) Consumers Coal Co .	4.00	2.48		(b)	(1) ● Rock Island Lumber Company . .	4.00	2.48	
(b)	(1) Corner Coal Co. . .	4.00	2.48		(a)	(4) Smith Brothers. . .	6.95	6.95	
(b)	(1) Hompes Tire Co. 17th & Vine. . . .	4.00	2.48		(a)	(4) State Farm.	.....	✦6.95	
(b)	(2) Lincoln High School	4.00	3.96		(b)	(1) Western Brick & Supply Co.	4.00	2.48	
(b)	(2) Lincoln Telephone & Telegraph Co.; Pole Yard.	4.00	3.96		(b)	(1) Wilson and Weaver .	4.00	2.48	
					(b)	(1) Yost,Fred H.,Lumber Co	4.00	2.48 ◊	

✦ Applies only on Intrastate Traffic.

● Applies only on Interstate Traffic.

NOTE 10.—(a) For switching between industries or industries and team track opposite which reference mark (a) is shown,the charge will be $8.91 per car.

(b) For switching between industries opposite which reference mark (b) is shown,the charge will be $6.95 per car.

(c) For switching between industries and Team Tracks opposite which reference mark (a) is shown and those opposite which reference mark (b) is shown,the charge will be $8.91 per car.

(1) For switching between industries opposite which reference mark (1) is shown and C.R.I.& P. point of interchange with C.& N.W.,C.B.& Q.,Mo.Pac.,O.L.& B.,or Un.Pac.,on shipments to or from industries or tracks within the switching limits of Lincoln on such lines,the switching charge will be $3.47 per car.

(2) For switching between industries opposite which reference mark (2) is shown and C.R.I.& P. point of interchange with C.& N.W.,C.B.& Q.,Mo.Pac.,O.L.& B. or Un.Pac.,on shipments to or from industries or tracks within the switching limits of Lincoln on such lines,the switching charge will be $5.45 per car.

(3) For switching between industries opposite which reference mark (3) is shown and C.R.I.& P. point of interchange with C.& N.W.,C.B.& Q.,Mo.Pac.,O.L.& B.,or Un.Pac.,on shipments to or from industries or tracks within the switching limits of Lincoln on such lines,the switching charge will be $6.95 per car.

(4) For switching between industries opposite which reference mark (4) is shown and C.R.I.& P. point of interchange with C.& N.W.,C.B.& Q.,Mo.Pac.,O.L.& B.,or Un.Pac.,on shipments to or from industries or tracks within the switching limits of Lincoln on such lines,the switching charge will be $8.91 per car.

For car rental charges,see Item 1540-series.

For explanation of Notes and Reference Characters not provided on this page,see page 7,hereof.

◊ Advance.

SECTION 1-Continued
RECIPROCAL, INTER-TERMINAL, INTRA-PLANT AND INTER-TERMINAL SWITCHING CHARGES

RUSTON, LA.
(C.F.25139) (T.A.20960)
Refer to page 101 of tariff and make the following changes:

FIRMS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted) ◆	●	Group B	FIRMS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted) ◆	●	Group B
(N) ● Hilburn,E.W. (Gin) . . .	.....	.....	.....	▲ (I) Ruston Compress & Warehouse Co.	(N) $5.47	$7.15	.....
A ● Intrastate Compress & Warehouse Co.	.....	.....	.....				

ST.PAUL,MINN.
(C.F.616) (T.A.20961)
(N) Eliminate information on page 104 of tariff under St.Paul,Minn.,showing carriers on which located and interchange with other carriers and substitute the following in lieu thereof.

Station on

C.R.I.& P. C.B.& Q. C.G.W. | C.M.St.P.& P. C.St.P.M.& O. | G.N. I.W.C. | M.& St.L. M.St.P.& S.S.M. | Nor.Pac. St.P.U.D.

Nearest track connection with C.B.& Q.,C.G.W.,C.M.St.P.& P.,C.St.P.M.& O.,G.N.,M.& St.L.,Nor.Pac. and St.P.U.D.
Interchange with I.W.C. effected through the C.G.W. (South St.Paul Terminal Ry.)
Interchange with M.St.P.& S.S.M. effected through Nor.Pac.

(C.F.616) (T.A.20961)
Refer to page 104 of tariff and make the following changes:

FIRMS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted) C.G.W.	All other Lines	Group B	FIRMS OR INDUSTRIES	Group A (See Item 10-series) Rate per Car (Except as noted) C.G.W.	All other Lines	Group B
(N) ● Beggs & Company,J.R. . .	$2.48	$6.93	See Item 1620	▲ (I) Sommers,G.& Co.	.....	.....	.....

SECTION 4.
Exceptions to General Rule for Absorption of Switching Charges Provided In Section 3 of tariff and as amended
Also
Absorption of Loading,Cleaning,Bedding,Disinfecting,Drayage,Weighing,Reconsigning,Transfer, Trackage and Unloading Charges

Item No.	STATIONS	RULES
2806-A Cancels 2806	CHICAGO,ILL. See Item 5-series	▲Cancel,account obsolete. (C.F.590) (T.A.20952)
AD 2462 (Addition)	FORDYCE,ARK. (C.F.25952) (T.A.20947)	(Applies only in connection with shipments given transit privileges as authorized in Southwestern Lines Freight tariff 257-C,J.R.Peel's I.C.C.No.3155). In connection with shipments of cotton handled by C.R.I.& P. at Fordyce,Ark.,through Kilgore Warehouse Co. and/or Nutt's Warehouse Co., switching charges will be absorbed on both inbound and outbound shipments. (See Note). NOTE.-When it is not practicable to secure with reasonable promptness,the necessary switching service,C.R.I.& P. will assume the cost of drayage of 10 cents per bale.
2803-A Cancels 2803 (See Note)	KANSAS CITY, MO.-KAS., NORTH KANSAS CITY,MO. (See Item 5 of tariff)	KANSAS CITY FOOD TERMINAL DISTRICT On carload shipments originating at or destined to Kansas City Food Terminal District switching charges of Un.Pac. will be absorbed as indicated below:

When C.R.I.& P. receives a road-haul movement as	ON	Un.Pac. Switching Charges Absorbed
Inbound Carrier	Carload shipments destined to Hold,Inspection, Team or Industry Tracks in Kansas City Food Terminal District	$13.20 (Inbound)
Outbound Carrier	Carload shipments originating at Hold,Inspection,Team or Industry Tracks in Kansas City Food Terminal District.	$13.20 (Outbound)
CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED		
Inbound Carrier	Carload shipments diverted or reconsigned from Hold,Inspection,Team or Industry Tracks in the Kansas City Food Terminal District.	
	1.-To a destination within Kansas City,Mo.-Kas. switching limits	$6.60 (Inbound) and $6.60 (Outbound)
	2.-To a destination beyond Kansas City,Mo.-Kas. switching limits	$6.60 (Inbound)
Outbound Carrier	Carload shipments diverted or reconsigned under authorized tariffs of inbound road haul carriers from Hold,Inspection,Team or Industry Tracks in Kansas City Food Terminal District to destinations beyond Kansas City,Mo.-Kas., switching limits.	$6.60 (Outbound)

For Notes and Reference Characters not explained on this page,see page 7.

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[fol. 2787] U. P. Exhibit No. 247

Bernice Jackson

Mar. 14, 1940

Interstate Commerce Commission
Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the schedule hereto attached is a true copy of Supplement No. 40 to The Kansas City Southern Railway Company Switching Tariff, Kansas City Southern Railway No. 4-W, I. C. C. No. 4706, said schedule having been filed with the said Interstate Commerce Commission on December 14, 1939.

(A wavy red line runs diagonally across center of page.)
(This exhibit is held together with blue ribbon and red seal of the Interstate Commerce Commission 1887.)

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 8th day of March, A. D., 1940.

(Signed in pen and ink) W. P. Bartel, Secretary of the Interstate Commerce Commission.

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U. P. EXHIBIT NO. 247
Rates and charges named in this Supplement are not subject to the increases provided by Supplement No.34.

2788

SUPPLEMENT NO. 38 To
P.S.C. Mo. No. 410
(CANCELS SUPPLEMENT NO. 37)
(SUPPLEMENTS NOS. 32,33 AND 38 CONTAIN ALL CHANGES FROM THE ORIGINAL TARIFF.)

SUPPLEMENT NO. 40 To
I.C.C. No. 4706
(CANCELS SUPPLEMENT NO. 39)
(SUPPLEMENTS NOS. 34, 35 AND 40 CONTAIN ALL CHANGES FROM THE ORIGINAL TARIFF.)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
(KANSAS CITY TERMINAL DIVISION)

SUPPLEMENT NO. 40
(CANCELS SUPPLEMENT NO. 39)
(SUPPLEMENTS NOS. 34, 35 AND 40 CONTAIN ALL CHANGES FROM THE ORIGINAL TARIFF.)
TO
Switching Tariff, Kansas City Southern Railway No. 4-M.

SHOWING

SWITCHING CHARGES
BETWEEN
Industries, Tracks and Switches on The Kansas City Southern Railway.
(KANSAS CITY TERMINAL DIVISION.)
ALSO
To and From Connecting Lines
AND
Drayage or Transfer Charges
ALSO
Absorptions of other lines' switching, drayage and other terminal charges
ALSO
Location of Freight Stations
AT
KANSAS CITY MO.-KAN., SUGAR CREEK, MISSOURI.
AND POINTS SHOWN IN ITEM 230 OF TARIFF.

A GOVERNED, EXCEPT AS OTHERWISE PROVIDED HEREIN, BY CLASSIFICATION, PORT ARTHUR ROUTE SYSTEM NO. 11-M, THE KANSAS CITY SOUTHERN RAILWAY COMPANY I.C.C. NO. 4495, P.S.C. NO. NO. 355, SUPPLEMENTS THERETO OR SUCCESSIVE ISSUES THEREOF.

ISSUED DECEMBER 13, 1939

EFFECTIVE JANUARY 15, 1940.
(Except as otherwise shown herein.)

THE TARIFF HEREBY AMENDED WILL BE FURTHER AMENDED TO PROVIDE SPECIFIC PUBLICATION OF RATES AND CHARGES INCREASED UNDER EX PARTE 123, EFFECTIVE ON OR BEFORE MARCH 29, 1940.

DEPARTURE FROM THE TERMS OF RULE 9(e) OF TARIFF CIRCULAR NO. 20 IS AUTHORIZED UNDER PERMISSION OF THE INTERSTATE COMMERCE COMMISSION NO. 167170 OF MARCH 12, 1938, AS AMENDED.

A Denotes change other than advance or reduction in charges.

ISSUED BY:

AUTHORITY NO. 310.

J. R. MILLS, ASST. TO VICE PRES.,
THE K.C.S. RY. CO.,
11TH & WYANDOTTE STS.,
KANSAS CITY, MISSOURI.

(6 Pages)

(550)

EX. 247 Bernice Jackson MAR 1 1 19[illegible]

3117

(For Application of Section No. 1, see Page 7 of Tariff.)

LIST OF INDUSTRIES, TRACKS AND SWITCHES ON THE KANSAS CITY SOUTHERN RAILWAY (KANSAS CITY TERMINAL DIVISION) LOCATED WITHIN THE SWITCHING LIMITS OF KANSAS CITY, MO.-KAN.(SEE ITEM NO. 230 OF TARIFF), AND RATE GROUPS IN WHICH LOCATED.

ITEM NO.	INDUSTRIES, TRACKS AND SWITCHES	LOCATION	RATE GROUP NO.(SEE ITEMS NOS. 1700 AND 1720-I OF TARIFF.)
(T) 943-A CANCELS 943	(S) BIRMINGHAM & PROSSER CO....	711 MAY STREET.....K.C. MO.	4
(T) 945	(S) CENTRAL BEER SALES CO.....	214 EAST 3RD ST.....K.C. MO.	3
(R) 922-A CANCELS 922	KANSAS CITY LIMEOLITH CO.....	26TH AND McALPINE AVE.....K.C.KAN.	5
(T) 1005-A CANCELS 1005	KANSAS CITY WHITING CO.....	26TH AND McALPINE AVE.....K.C. MO.	CANCEL.
(R) 1015	KELLY, J. G., COOPERAGE.....	.....K.C.KAN.	5
(T) 1045	LIVESAY, FRANK F. COAL AND LUMBER CO.....	VAN HORN ROAD & STERLING AVE..... RAYTOWN,MO.	7
(T) 1062	(S) LORBER, HAND COMPANY	316 WALNUT ST.....K.C. MO.	3
(T) 1234	PHILADELPHIA QUARTZ CO.....	17TH & KANSAS AVE.....K.C.KAN.	5
(R) 1410-B CANCELS 1410-A AND 1410	SPEAS CO.....	ELMDALE STATION..... K.C. MO.	2
1680-A CANCELS 1680	& HOLD, & INSPECTION AND TEAM TRACKS.....	2ND & WYANDOTTE STREETS.....K.C. MO.	& 8
(T) 1667	(S) WINNICK BROS.....	309 WALNUT STREET..... K.C. MO.	3

ITEM NO. 1700-A (CANCELS ITEM NO. 1700)

DESCRIPTION AND LIMITS OF RATE GROUPS IN WHICH THE INDUSTRIES, TRACKS AND SWITCHES NAMED IN ITEMS NOS. 330 TO 1675, INCLUSIVE, ARE LOCATED. (SEE ITEM NO. 1720-I)

RATE GROUP NO.	DESCRIPTION AND LIMITS.
1	INDUSTRIES, TRACKS AND SWITCHES LOCATED AT MOUNT WASHINGTON, FAIRMOUNT PARK AND SUGAR CREEK,MO. (EXCEPT AS DESCRIBED IN RATE GROUP NO. 6).
2	INDUSTRIES, TRACKS AND SWITCHES LOCATED EAST OF LYDIA AVE., KANSAS CITY, MO., INCLUDING EAST KANSAS CITY, ELMDALE, CENTROPOLIS AND SHEFFIELD, MO.(EXCEPT AS DESCRIBED IN RATE GROUPS NOS. 1,6 AND 7).
3	INDUSTRIES, TRACKS AND SWITCHES LOCATED WEST OF LYDIA AVE., KANSAS CITY, MO., TO THE KAW RIVER BRIDGE (K.C.S.) (EXCEPT AS DESCRIBED IN RATE GROUPS NOS. 4,5,6 AND 8&)
4	INDUSTRIES LOCATED ON THE MAY STREET TRACKS.
5	INDUSTRIES, TRACKS AND SWITCHES LOCATED WEST OF KAW RIVER BRIDGE (K.C.S.)IN KANSAS, ALSO NATIVE STOCK YARDS (EXCEPT AS DESCRIBED IN RATE GROUP NO. 6).
6	PUBLIC TEAM TRACKS LOCATED AT: (R) (T) 3RD AND BROADWAY STS., KANSAS CITY, MO. 8TH, SANTA FE AND HERRING STS., KANSAS CITY, MO. 5TH ST., PEARINE TRACKS, KANSAS CITY, KAN. McALPINE AVE., KANSAS CITY, KAN. WATER ST., KANSAS CITY, KAN. FAIRMOUNT SWITCH, FAIRMOUNT PARK, MO. SUGAR CREEK, MO.
7	INDUSTRIES LOCATED ON INDEPENDENCE AIR LINE EAST OF SUGAR CREEK JCT.,MO.,TO THE EASTERN BOUNDARY LINE OF SWITCHING LIMITS (SEE ITEM NO. 230).
& 8	HOLD, INSPECTION AND PUBLIC TEAM TRACKS LOCATED AT 2ND AND WYANDOTTE STREETS, KANSAS CITY, MO.

& Denotes reduction.
(T) Reissued from Supplement No. 37; Effective April 25, 1939.
(R) Reissued from Supplement No. 38; Effective October 18, 1939.
(C) 2nd & Wyandotte Sts.,Kansas City, Mo.,town tracks cancelled. See Rate Group No.8.
For explanation of other reference marks, see pages 2 and 3 of Tariff.

SECTION NO. 1.-Concluded.
(For Application of Section No. 1, see Page 7 of Tariff.)

ITEM NO. 1720-I (CANCELS ITEM NO. 1720-H)
RECIPROCAL AND INTER-TERMINAL SWITCHING CHARGES.

SWITCHING CHARGES (EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION NO. 4) BETWEEN INDUSTRIES, TRACKS AND SWITCHES NAMED IN ITEM NOS. 330 TO 1675, INCLUSIVE, LOCATED ON THE KANSAS CITY SOUTHERN RAILWAY (KANSAS CITY TERMINAL DIVISION) AND TRACK CONNECTIONS WITH CONNECTING LINES NAMED IN ITEM NO. 1710.

COLUMN A.-CHARGES APPLY WHEN SHIPMENTS ARE SWITCHED INCIDENT TO A LINE HAUL. (WILL NOT APPLY INTER-TERMINAL SWITCHING MOVEMENT.)

COLUMN B.-CHARGES APPLY WHEN SHIPMENTS ARE SWITCHED IN INTER-TERMINAL SWITCHING MOVEMENT, (WILL NOT APPLY TO SWITCHING INCIDENT TO A LINE HAUL. (SEE (15) (29) AND (30))

CHARGES IN DOLLARS AND CENTS PER CAR (EXCEPT AS NOTED.)

BETWEEN AND INDUSTRIES, TRACKS OR SWITCHES NAMED IN ITEMS NOS. 330 TO 1675, INCLUSIVE, AND SHOWN AS LOCATED IN THE FOLLOWING RATE GROUPS.	CONNECTING LINES LOCATED IN GROUPS: (SEE ITEM NO. 1710.) A COLUMN A	A COLUMN (15) (29) (30) B	B COLUMN A	B COLUMN (15) (29) (30) B	C COLUMN A	C COLUMN (15) (29) (30) B
RATE GROUP NO. 1.	11.00	11.55	11.00	11.55	11.00	11.55
RATE GROUP NO. 2.	(5) 8.25	(7) 9.90	(5) 8.25	(7) 9.90	(5) 9.35	(7) 11.55
RATE GROUP NO. 3.	(8) 9.35	11.55	(9) 9.35	9.90	(8) 9.35	11.55
RATE GROUP NO. (1) 4.	8.25	9.35	7.04	8.14	8.25	9.35
RATE GROUP NO. 5.	(5)(8) 9.35	11.55	(5)(9) 8.25	9.90	(5)(9) 8.25	9.90
RATE GROUP NO. 6.	13.20	16.50	13.20	16.50	13.20	16.50
RATE GROUP NO. 7.	13.20	14.30	16.50	17.60	16.50	17.60
& RATE GROUP NO. 8.	SEE ITEM NO. 1725, OR REISSUES, FOR RECIPROCAL AND INTER-TERMINAL SWITCHING CHARGES.					

& ITEM NO. 1725
RECIPROCAL AND INTER-TERMINAL SWITCHING CHARGES BETWEEN HOLD, INSPECTION OR TEAM TRACKS LOCATED AT SECOND AND WYANDOTTE STREETS AND TRACK CONNECTIONS WITH CONNECTING LINES SHOWN IN ITEM NO. 1710.

APPLYING ON	BETWEEN	AND	CHARGES IN DOLLARS AND CENTS PER CAR.
ALL FREIGHT, CARLOAD	HOLD, INSPECTION OR TEAM TRACKS LOCATED AT SECOND AND WYANDOTTE STREETS, IN RATE GROUP NO. 8...	TRACK CONNECTIONS WITH CONNECTING LINES SHOWN IN ITEM NO. 1710, AS LOCATED IN GROUPS A, B AND C.....	(15) $13.20 (SEE EXCEPTION BELOW)

EXCEPTION. When road haul cars, set to the hold, inspection or team tracks at Second and Wyandotte Streets, are diverted or reconsigned, as authorized in tariffs of the inbound line haul carriers, lawfully on file with the Interstate Commerce Commission or the Public Service Commission of Missouri, to destinations within or without the Kansas City, Mo.-Kan. switching district, the switching charges will be $6.60 per car for the inbound movement and $6.60 per car for the outbound movement, subject to charges for diversion or reconsignment as are applicable for the service rendered.

When The Kansas City Southern Railway Company performs the inbound road haul service no switching charge will be assessed.

ITEM NO.	APPLYING ON	BETWEEN	AND	CHARGES IN DOLLARS AND CENTS PER CAR. COLUMN (See Item No. 1730) A	B
	FREIGHT CARS, EMPTY (EXCEPT FOR LOADING AND IMMEDIATE RETURN).... CABOOSES.....	TRACK CONNECTIONS OF CONNECTING LINES....	TRACK CONNECTIONS OF CONNECTING LINES....	$2.48 (See Notes 1 and 2)	$6.93
(R) 1750-C CANCELS 1750-B	NOTE 2.-This Railway will perform, without charge, intermediate switching service on empty car or cars for return loading provided the identical car or cars, or other car or cars in lieu thereof, are handled in loaded movement, from same shipper to whom empty car or cars were carded, within thirty days before or after date of empty movement.			NOTE 1.-This Railway reserves the right to deliver to the most convenient connection of the line to which car is consigned. If other delivery be demanded an extra charge per car will be made viz.: $1.49	$1.98

& Denotes reduction.
(R) Reissued from Supplement No. 36; Effective January 2, 1939.
For explanation of other reference marks, see pages 2 and 3 of Tariff, and Page 11 of Supplement No. 35.

SECTION NO. 2.
(For Application of Section 2, See Page 13 of Tariff.)
INTRA-TERMINAL SWITCHING CHARGES.

ITEM NO	APPLYING ON	BETWEEN	AND	CHARGES IN DOLLARS AND CENTS PER CAR.
1800-I CANCELS 1800-H	ALL FREIGHT, CARLOADS (EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN ITEM NO. 1810 AND SECTION NO. 4 OF TARIFF)	(1) INDUSTRIES, (1) TRACKS OR (1) SWITCHES IN RATE GROUPS 1 TO 6, INCL., AND 8 GROUP 8, AS NAMED IN ITEMS NOS. 330 TO 1675, INCLUSIVE.....	(1) INDUSTRIES, (1) TRACKS OR (1) SWITCHES IN RATE GROUPS 1 TO 6, INCLUSIVE AND 8 GROUP 8, AS NAMED IN ITEMS NOS. 330 TO 1675, INCLUSIVE.....	(1) (R) $13.20 (SEE EXCEPTION)
		(1) INDUSTRIES, (1) TRACKS OR (1) SWITCHES IN RATE GROUPS 1 TO 7, INCLUSIVE AND 8 GROUP 8, AS NAMED IN ITEMS NOS. 330 TO 1675, INCLUSIVE.	(1) INDUSTRIES, (1) TRACKS OR (1) SWITCHES IN RATE GROUP 7 AS NAMED IN ITEMS NOS. 330 TO 1675, INCLUSIVE.....	(1) (R) $17.60

& EXCEPTION - When road haul cars are reswitched, after having been set for delivery from hold, inspection or team tracks located at Second and Wyandotte Streets in Rate Group 8, or industries located in Rate Group 8, as named in Items Nos. 330 to 1675, inclusive, on The Kansas City Southern Railway Company, the following will apply:

(A) From hold or inspection tracks to team tracks, when shipment has not broken bulk (See Note), no charge.
(B) From inspection or team tracks in Rate Group 8 to industries located in Rate Group 8, as named in Items Nos. 330 to 1675, inclusive, when shipment has not broken bulk (See Note), no charge.
(C) From inspection or team tracks in Rate Group 8 to industries located in Rate Group 8, or between industries located in Rate Group 8, as named in Items Nos. 330 to 1675, inclusive, after partial unloading, $3.30 per car.

NOTE- The term "broken bulk" used herein is not to be construed as applying to removal of samples of the lading of the cars for such purposes as inspection, grading or testing (provided only such samples are removed from the premises or property of the railroad as are necessary to determine the grade of the commodity), nor to a car stopped in transit under tariff authority to partly unload or to complete loading.

SECTION NO. 3.
(For Application of Section No. 3, See Page 15 of Tariff.)

ITEM NO.	APPLYING ON	BETWEEN	AND	CHARGES IN DOLLARS PER CAR (EXCEPT AS NOTED.)
(R)1960-A CANCELS 1960	TIES, WOODEN, FENCE POSTS, PILING, POLES, LUMBER AND TIMBER, CARLOADS.	PLANT OF THE WOOD PRESERVING CORPORATION NEAR LEEDS, MO.	CONNECTIONS OF THE K.C.S.RY., WITHIN THE SWITCHING LIMITS OF KANSAS CITY, MO.-KAN.	2 3/4 CENTS PER 100 POUNDS. MINIMUM $14.85 PER CAR (INCLUDES CAR RENTAL.)
(R)1970-I CANCELS 1970-H	INDUSTRIES LOCATED AT LEEDS, MISSOURI.	ALTITUDE PETROLEUM COMPANY BELL OIL AND GAS CO CENTROPOLIS CRUSHER CO. CHEVROLET-KANSAS CITY DIVISION OF GENERAL MOTORS CORPORATION. CONSOLIDATED FUEL OIL COMPANY, INC.	FISHER BODY, KANSAS CITY DIVISION GENERAL MOTORS CORPORATION. GENERAL MOTORS PARTS CORPORATION. THE WOOD PRESERVING CORPORATION.	

SECTION NO. 4.
(For Application of Section No. 4, See Page 18 of Tariff.)

ITEM NO.	APPLYING ON	FROM	TO	CHARGES IN DOLLARS AND CENTS PER CAR. (EXCEPT AS NOTED.)
(R)2120-A CANCELS 2120	RETURNED EMPTY CONTAINERS.	TRACK CONNECTIONS OF THE C.M.ST.P.& P.R.R. AND/OR M.-K.-T.R.R., WITHIN THE SWITCHING LIMITS OF KANSAS CITY, MO.-KAN.	GEO. MUEHLBACH BREWING COMPANY.	$4.90
(R)2130-A CANCELS 2130	RETURNED EMPTY CONTAINERS.	ADAMS UNION TRUCK TERMINAL, 220 WEST 4TH STREET.	GEO. MUEHLBACH BREWING COMPANY	$7.90
		FEDERAL MOTOR FREIGHT INC., 412 OAK STREET.		
		K.C.S. FREIGHT HOUSE EIGHTH & SANTA FE STREETS.		

(R) Denotes reduction
(1) Reissued from Supplement No. 37; Effective April 25, 1939.
(R) Reissued from Supplement No. 39; Effective January 10, 1940.
For explanation of other reference marks, see Pages 2 and 3 of Tariff, and Page 11 of Supplement No. 35.
4-SUPP. NO TO K.C.S. RY. NO. 4-B.

ABSORPTIONS.

ITEM NO.	SUBJECT	RULES.
2200-F CANCELS 2200-E	GENERAL ABSORPTIONS.	CARLOADS. WHERE K.C.S RY. RECEIVES ROAD HAUL REVENUE, SWITCHING CHARGES OF CONNECTING LINES WILL BE ABSORBED ON ALL CARLOAD SHIPMENTS ORIGINATING AT OR DESTINED WITHIN THE SWITCHING LIMITS OF KANSAS CITY, MO.-KAN., AS DESCRIBED IN ITEM 230, EXCEPT THE K.C.S. RY. CO., WILL IN NO CASE ABSORB SWITCHING CHARGES OF CONNECTING CARRIERS PUBLISHED IN TARIFFS LAWFULLY ON FILE WITH THE INTERSTATE COMMERCE COMMISSION, WHEN ABSORPTION RESULTS IN A LESS NET TRANSPORTATION CHARGE (i.e., THE CHARGE ARRIVED AT BY APPLYING THE RATE APPLICABLE TO THE COMMODITY SHIPPED AND EXCLUSIVE OF SWITCHING AND OTHER TERMINAL CHARGES) THAN (a) $20.35 PER CAR ON ALL CARLOAD FREIGHT WHEN MOVING OVER THE K.C.S. RY. ONLY; (b) & $20.35 PER CAR WHEN MOVING IN OTHER THAN SWITCHING SERVICE IN CONNECTION WITH OTHER CARRIERS AND THE K.C.S. RY. WITH THE FOLLOWING EXCEPTIONS (SEE NOTE): (a) INBOUND GRAIN, EXCEPT THE K.C.S. RY. CO., WILL ABSORB THE SWITCHING CHARGE OF THE MO. PAC.R.R., ON GRAIN FROM THEIR TRACK CONNECTIONS WITH THE K.C.S. RY. TO THE CHECKER BOARD ELEVATOR AND PURINA MILLS AT ELMDALE STATION WHEN THE K.C.S. RY. CO., RECEIVES THE INBOUND ROAD HAUL. (b) FOR ABSORPTIONS OF SOUTHBOUND GRAIN, GRAIN PRODUCTS, SEEDS, HAY AND STRAW, SEE K.C.S. LINES TRANSIT TARIFF NO. 249-D, K.C.S. RY., I.C.C. NO. 4940, P.S.C.MO. NO. 457, SUPPLEMENTS THERETO AND REISSUES THEREOF, ALSO K.C.S. LINES TRANSIT TARIFF NO. 262, K.C.S. RY., I.C.C. NO. 4729, P.S.C. MO. NO. 417, SUPPLEMENTS THERETO AND REISSUES THEREOF. (c) LIVESTOCK, CARLOADS, WHEN TO OR FROM KANSAS CITY STOCK YARDS ONLY, EXCEPT AS PROVIDED IN ITEM NOS. 2260-A AND 2270. (d) LIVE STOCK OR LIVE STOCK WITH EMIGRANT MOVABLES STOPPED IN TRANSIT FOR INSPECTION. SEE ITEM NO. 2210. (e) EMPTY CARRIERS, SEE ITEM NO. 2250. (f) DOUBLE LOADS, SEE ITEM NO. 2240. (g) MINIMUM NET REVENUE ON AUTOMOBILES, & CHASSIS OR & TRAILERS, MOVING UNDER RATES NAMED IN SOUTHWESTERN LINES' TARIFF 54-I, AGENT J. R. PEEL'S I.C.C. NO. 3159, P.S.C. MO. NO. 419, WILL BE $16.50 PER CAR. (h) ON THE OUTBOUND MOVEMENT VIA THE K.C.S. RY., OF CARLOAD SHIPMENTS, EXCEPT AS OTHERWISE EXCEPTED ABOVE, GIVEN TRANSIT PRIVILEGES AT KANSAS CITY, MO.-KAN., UNDER TARIFFS LAWFULLY ON FILE WITH THE INTERSTATE COMMERCE COMMISSION, OR THE RESPECTIVE STATE COMMISSIONS, SUCH SHIPMENTS WILL BE CONSIDERED AS ORIGINATING AT KANSAS CITY, MO.-KAN., FOR THE PURPOSE OF APPLYING THESE ABSORPTION RULES. & (i) FOR ABSORPTION OF UNION PACIFIC R.R. SWITCHING CHARGES ON SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT, SEE ITEM NO. 2205, OR REISSUES. NOTE.-IN THE EVENT THE TRANSPERTATION CHARGE DOES NOT PERMIT OF THE ABSORPTION OF THE ENTIRE SWITCHING CHARGE UNDER THE PROVISIONS OF PARAGRAPH 1 OF THIS ITEM THIS COMPANY WILL THEN ABSORB ONLY SO MUCH OF CONNECTING LINES' SWITCHING CHARGE AS WILL LEAVE MINIMUM TRANSPORTATION CHARGE SPECIFIED IN SECTION A OR D, AS THE CASE MAY BE IN PARAGRAPH 1. LESS CARLOADS. FOR ABSORPTIONS OF SWITCHING CHARGES ON LESS CARLOAD SHIPMENTS SEE ITEM NOS. 2220-F, 2230-A AND 2280.

& ITEM NO. 2205

EXCEPTIONS TO GENERAL SWITCHING ABSORPTIONS AUTHORIZED UNDER ITEM NO. 2200-F, OR REISSUES

SUBJECT	EXPLANATION		
	IN CARLOAD SHIPMENTS ORIGINATING AT OR DESTINED TO KANSAS CITY FOOD TERMINAL DISTRICT, SWITCHING CHARGES OF THE UNION PACIFIC R.R. WILL BE ABSORBED AS INDICATED BELOW, SUBJECT TO MINIMUM NET REVENUE REQUIRED UNDER FIRST PARAGRAPH OF ITEM NO. 2200-F, OR REISSUES.		
SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT.	WHEN THE K.C.S. RY. CO., RECEIVES A ROAD-HAUL MOVEMENT AS-	ON	UNION PACIFIC R.R. SWITCHING CHARGES ABSORBED. (SEE NOTE A BELOW)
	INBOUND CARRIER....	CARLOAD SHIPMENTS DESTINED TO HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS, IN THE KANSAS CITY FOOD TERMINAL DISTRICT.....	$13.20 (INBOUND) (SEE EXCEPTION HEREIN)
	OUTBOUND CARRIER....	CARLOAD SHIPMENTS ORIGINATING AT HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN THE KANSAS CITY FOOD TERMINAL DISTRICT.....	$13.20 (OUTBOUND) (SEE EXCEPTION HEREIN)

& Denotes reduction. (Item No. 2205 concluded on next page).
For explanation of other reference marks, see pages 2 and 3 of Tariff.

EX 247 Section 1st — Mar. 3 - 19 -

SECTION NO. 5--Continued.

ITEM NO. 2260-Continued. (For Application of Section No. 5, See Page 21 of Tariff.)

EXCEPTIONS TO GENERAL SWITCHING ABSORPTIONS AUTHORIZED UNDER ITEM NO. 2200-F, OR REISSUES

SUBJECT	EXPLANATION		
	EXCEPTIONS		
	WHEN THE K.C.S. RY. CO., RECEIVED A ROAD-HAUL MOVEMENT AS:	ON	UNION PACIFIC R.R. SWITCHING CHARGES ABSORBED. (SEE NOTE A BELOW)
SHIPMENTS TO OR FROM KANSAS CITY FOOD TERMINAL DISTRICT	INBOUND CARRIER.....	CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED FROM HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN THE KANSAS CITY FOOD TERMINAL DISTRICT: (1) TO A DESTINATION WITHIN THE KANSAS CITY, MO.-KAN. SWITCHING LIMITS AS DESCRIBED IN ITEM NO. 230.	$6.60 (INBOUND) AND $6.60 (OUTBOUND)
	INBOUND CARRIER.....	CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED FROM HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN THE KANSAS CITY FOOD TERMINAL DISTRICT: (2) TO A DESTINATION BEYOND THE KANSAS CITY, MO.-KAN. SWITCHING LIMITS AS DESCRIBED IN ITEM NO. 230.	$6.60 (INBOUND)
	OUTBOUND CARRIER.....	CARLOAD SHIPMENTS DIVERTED OR RECONSIGNED UNDER AUTHORIZED TARIFF OF INBOUND ROAD-HAUL CARRIERS, FROM HOLD, INSPECTION, TEAM OR INDUSTRY TRACKS IN THE KANSAS CITY FOOD TERMINAL DISTRICT TO DESTINATIONS BEYOND THE KANSAS CITY, MO.-KAN. SWITCHING LIMITS AS DESCRIBED IN ITEM NO. 230.	$6.60 (OUTBOUND)

NOTE A - If switching charge is in excess of this amount, excess will be in addition to the line haul rate.

ABSORPTIONS.

ITEM NO.	COMMODITY	TO OR FROM	ABSORPTIONS
(R) 2260-C CANCELS 2260-B	LIVE STOCK, CARLOADS, ORIGINATING AT OR DESTINED TO POINTS ON THE K.C.S. RY. OR CONNECTING LINES WHEN VIA THE K.C.S. RY.	KANSAS CITY STOCK YARDS	$1.25 PER SINGLE DECK AND $1.50 PER DOUBLE DECK CAR UNLOADING CHARGES ON INBOUND SHIPMENTS. $1.25 PER SINGLE DECK AND $1.50 PER DOUBLE DECK CAR LOADING CHARGES ON OUTBOUND SHIPMENTS.

Δ Denotes reduction.

(R) Reissued from Supplement No. 37, Effective April 25, 1939.

For explanation of other reference marks, see pages 2 and 3 of Tariff.

FINIS.

6-SUPP. 40 TO K.C.S. RY. NO. 4-B.

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[fol. 2794] U. P. Exhibit No. 248

Bernice Jackson

Mar. 14, 1940

Statement of Carloads of Perishable Freight Interchanged at Kansas City, Mo., for Year 1938

Railroad	Rec'd From	Del'd To
A T & S F	129	4,112
Alton	1	5,239
C B & Q	32	1,182
C G W	5	140
C M St P & P	12	719
C R I & P	230	2,587
K C S	480	1,772
M K T	258	3,778
Mo Pac	1,124	7,865
St L—S F	312	5,235
Wabash	46	13,954
Total Cars	2,629	46,583

[fol. 2795] U. P. Exhibit No. 249

Bernice Jackson

Mar. 14, 1940

Eastbound Perishable Shipments Unloaded and Delivered to Connections at Kansas City, Mo., for the Years 1931 to 1939—inclusive

	1931	1932	1933	1934	1935	1936	1937	1938	1939
ATSF	1796	2574	3285	3081	3831	4393	5159	4150	3873
ALTON	2950	3121	2998	3962	3705	4381	4506	5374	5717
CB&Q	538	352	305	543	437	920	732	1304	1458
CGW	170	224	246	313	255	238	244	144	154
CMStP&P	635	523	544	666	601	820	844	819	501
CRIP	1281	881	915	1294	858	1669	1900	2784	3757
KCS	2989	2340	2320	3245	2901	3691	3406	3773	3880
KCT	125	107	68	145	174	223	206	147	164
MKT	3753	3635	4363	5687	4015	4535	3793	3863	3786
MOPAC	9291	6721	7849	9633	7589	9343	8070	8190	10158
SL&SF	3436	2704	2801	4403	4227	4869	4311	5291	6038
Wabash	14479	11143	12030	14214	12465	14096	12578	14305	13983
Total	41443	34325	37724	47186	41058	49178	45749	50144	53477
Unloaded at Kansas City	187	116	167	413	391	483	373	326	553
Grand Total	41630	34441	37891	47599	41449	49661	46122	50470	54030

Office of Superintendent. Omaha, Nebraska, January 9th, 1940.

G. G. Wall.

[fol. 2796] U. P. Exhibit No. 250

Bernice Jackson

Mar. 14, 1940

Form 5-3-PFE, Pacific Fruit Express Company, 912/Vol. 4, J. T. H. Armstrong, Assistant General Manager, In reply please refer to No., Chicago, May 11, 1938,

Personal

Mr. J. L. Haugh, Vice-President, Union Pacific Railroad Co., Omaha, Nebraska.

Dear Mr. Haugh:

Referring to your personal letter of April 11th relative to contract for our ice requirements at Armstrong Yard and the proposed new food terminal in Kansas City, Kansas:

I was very anxious to discuss this matter on my way home from the West and obtain your views, but unfortunately you were out of town. I am entirely in accord with your thoughts that whoever operates the cold storage warehouse in the proposed new perishable food terminal in Kansas City should also take care of our team track icing at the terminal, as well as at Armstrong Yard, for the reason that in considering the matter as a whole and on a competitive basis it might be possible to negotiate a more favorable contract for our ice requirements than the present one with the City Ice Company of Kansas City. The present contract with the City Ice Company expires December 31st, 1938, or can be terminated on six months' notice. However, in order that our interests may be fully protected for the coming year, it will be necessary to come to some under-
[fol. 2797] standing as to our ice requirements before the expiration of the present contract.

It seems to me, in view of the fact that no decision has been reached as yet as to the building of a cold storage warehouse and the leasing of same, that it would be best to continue our present ice contract on a yearly basis until the building of cold storage facilities is authorized.

I shall appreciate your advice and counsel in the matter.

Yours truly, (Signed) J. T. H. Armstrong.

(Here follows 1 U. P. Exhibit No. 251, side folio 2798)

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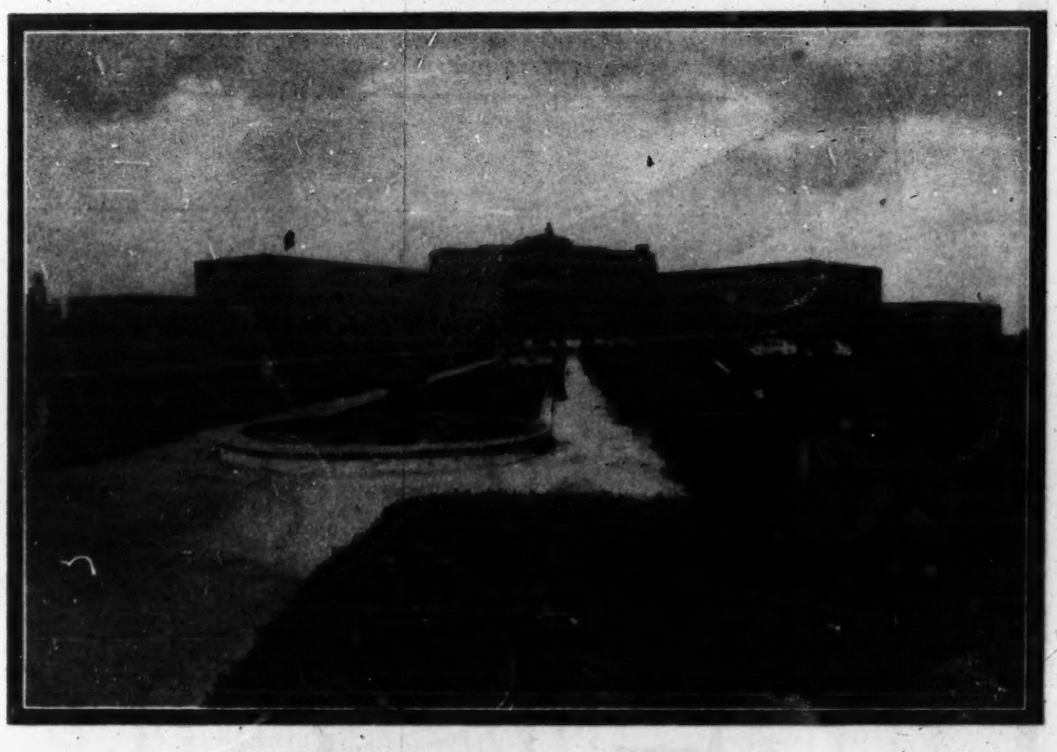
U. P. EXHIBIT NO. 251

[fols. 2798-2799] U. P. Exhibit No. 251 3124A

Fairfax Industrial District

for Industries with a Future



ADMINISTRATION BUILDING

Splendid example of modernistic architecture, centrally located on beautifully landscaped grounds, containing airport depot, offices, soda fountain, restaurant and dining rooms.

Ample parking space and restful quiet amid interestingly refined surroundings within ten minutes of downtown and hotel sections.

For complete information please communicate with:

UNION PACIFIC RAILROAD COMPANY
KANSAS CITY, MISSOURI

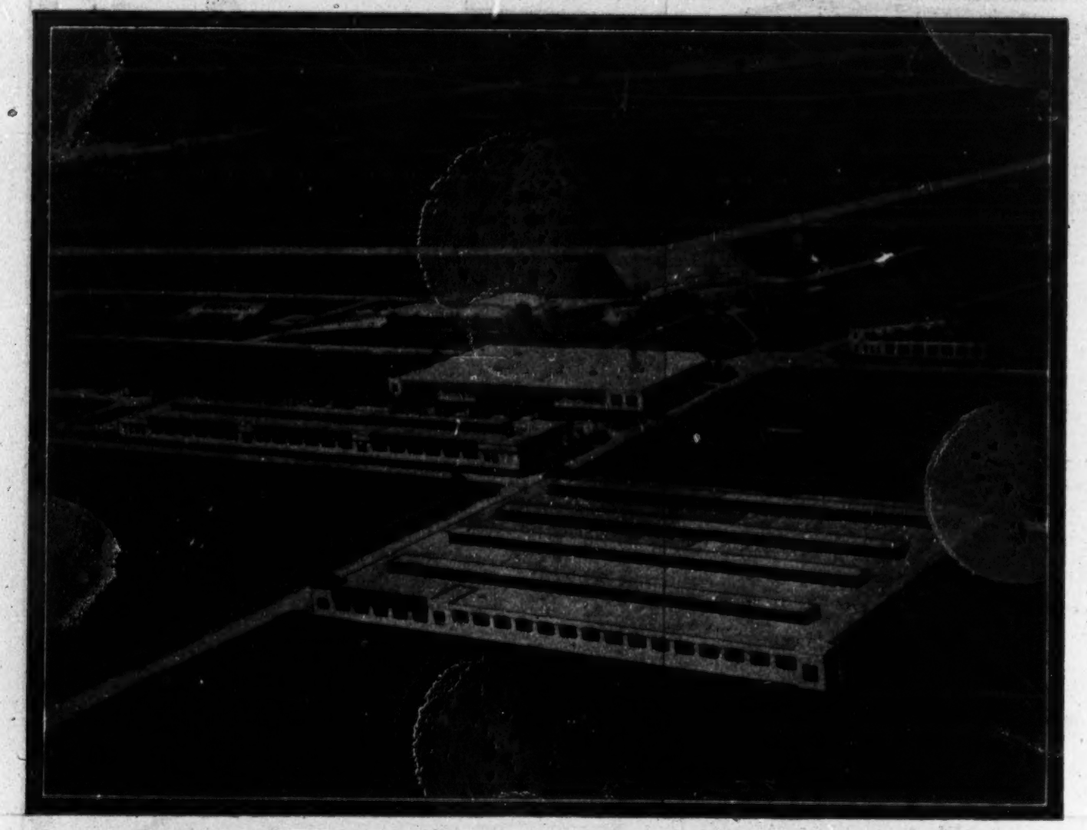
KANSAS CITY FOOD TERMINAL

BRIGHT BISCUIT COMPANY
CHRYSLER MOTOR PARTS CORP.
CONSOLIDATED PRODUCTS CO.
FAIRFAX BOAT YARD
FRUEHAUF TRAILER CO.
GILMAN GRANITE CO.

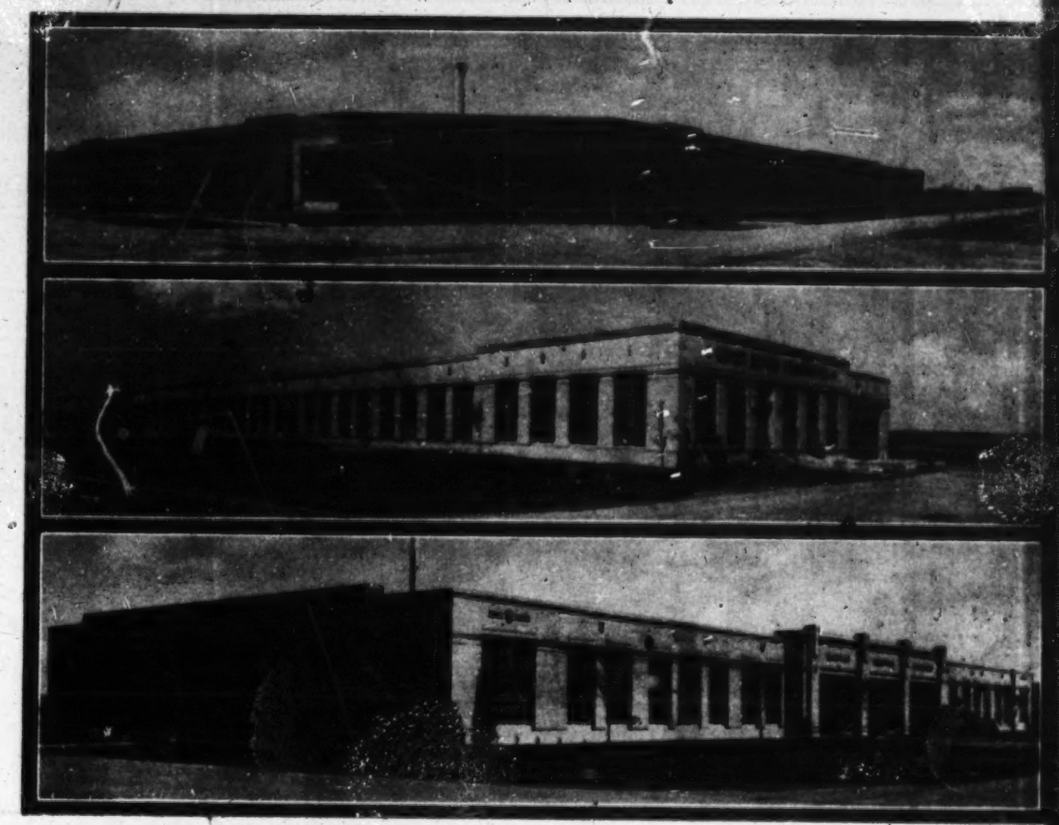
GREAT LAKES PIPE LINE CO.
KANSAS CITY BOX AND BASKET CO.
KANSAS SERVICE GROCERS
HARLEY COMPANY
HASSEY-HARRIS HARVESTER CO.
MILK PRODUCTS MARKETING CO.

MINNEAPOLIS-MOLINE IMPLEMENT CO.
PHILLIPS PETROLEUM CO.
PHILLIPS PIPE LINE CO.
QUINDARO WATER & LIGHT PLANT
REARWIN AIRPLANES, INC.
RIVER-RAIL ELEVATOR

SEALRIGHT COMPANY
SIMMONS COMPANY
SMALL HAY & GRAIN CO.
SOCONY-VACUUM OIL CO.
TOBIN ASPHALT CO.
WYANDOTTE TRANSFER & STORAGE CO.



Aerial view of a section of the Fairfax Industrial District



Examples of efficient one story structures at Fairfax

The Fairfax Industrial District is by character and location well adapted for industry, warehouses and business requiring private trackage.

Kansas City serves a vast trade territory. Strategic location of plants and branches has proven its value in many lines. The Fairfax Industrial District is designed particularly to serve industry economically and satisfactorily. The map on the reverse side shows its advantageous location in relation to Kansas City.

Advantages of Fairfax Industrial District consist in its adaptability to the structural requirements of any size or type of industrial plant; proximity to water, fuel and power sources; ample supply of high quality labor; low tax rate; and the variety and unexcelled quality of transportation service by railroads, highways, inland waterways, pipe lines and airways.

All necessary utilities have been installed. The special requirements of industry can be met to effect utmost economies in operation.

INDUSTRIES LOCATED IN FAIRFAX INDUSTRIAL DISTRICT

BRIGHT BISCUIT COMPANY
CHRYSLER MOTOR PARTS CORP.
CONSOLIDATED PRODUCTS CO.
FAIRFAX BOAT YARD
FRUEHAUF TRAILER CO.
GILMAN GRANITE CO.
GREAT LAKES PIPE LINE CO.
KANSAS CITY BOX AND BASKET CO.
KANSAS SERVICE GROCERS
MARLEY COMPANY
MASSEY-HARRIS HARVESTER CO.
MILK PRODUCTS MARKETING CO.
MINNEAPOLIS-MOLINE IMPLEMENT CO.
PHILLIPS PETROLEUM CO.
PHILLIPS PIPE LINE CO.
QUINDARO WATER & LIGHT PLANT
REARWIN AIRPLANES, INC.
RIVER RAIL ELEVATOR
SEALRIGHT COMPANY
SIMMONS COMPANY
SMALL HAY & GRAIN CO.
SOCONY-VACUUM OIL CO.
TOBIN ASPHALT CO.
WYANDOTTE TRANSFER & STORAGE CO.

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[fol. 2800] PLAINTIFF'S EXHIBIT No. 252

Bernice Jackson

Mar. 15, 1940

Union Pacific Railroad and Kansas City Industrial Land Company Correspondence Relating to Transactions Incident to Grain Elevator at Kansas City, Kansas, During Period August 1, 1932 to Nov. 9, 1937, incl.

(ink notation) 10 2 (ink notation)

Page 1

Horner and Wyatt

Kansas City, Missouri

August 10, 1932.

Mr. Guy E. Stanley, Assistant to the President, Union Pacific Railroad Co., Kansas City, Mo.

Dear Mr. Stanley:

With this letter we are handing you a short description and an approximate estimate of cost for the proposed elevator fot the public levee in Kansas City, Kansas. We are including a plan showing the layout of the proposed elevator and a second blue print showing a side and end elevation.

Our estimates are based on a 2,000,000 bus. elevator unit. We will understand of course that this can be increased or decreased merely by adding or dropping off storage bins, that is, three round storage bins and four interstice bins at a time, and in that way bring the size of the elevator and the cost to whatever limit might be decided upon.

[fol. 2801] If you desire further information or if we can be of assistance to you in any way, please advise.

Yours very truly, Horner & Wyatt, By (Sgd) O. H. Horner.

(Copy)

Page 2

Kansas City, Mo.,
August 1, 1933.

Mr. J. L. Haugh:

For the past few years, members of the Waterways Committee of the Chambers of Commerce of both Kansas Cities have advocated a grain elevator on river bank.

Recently V. M. Miles, an attorney of Ft. Smith, Arkansas, was named Regional Administrator of Public Works for States of Missouri, Kansas, Colorado, Oklahoma and Arkansas, with headquarters in Kansas City. Three State Administrators have been named for each state. General Stayton, Chairman of Chamber of Commerce Committee of this city informed me one of the first activities for Kansas City would be a river elevator.

I had a confidential talk with Mr. J. S. Hart, President of the Board of Trade. He informed me the elevator would probably be built and his firm wanted to lease it.

If the elevator is built, I would like to see it on our line. The ownership of Public Levee and fact Kansas will have [fol. 2802] special session of legislature in September, and could authorize public commission to borrow the money, creates a favorable situation. If the Public Levee is not used, a site in North Kansas City or East Bottoms would be selected.

Would you have any objection to me taking a hand from standpoint of site only? I could have Mr. Higgins furnish plats and suggested track layouts, etc. and advise with city officials of Kansas City, Kansas.

(Sgd) G. E. Stanley.

(Copy)

Page 3

Omaha, August 3, 1933.

Mr. G. E. Stanley:

Your letter August 1st: It is entirely proper for you to take a hand in the location of the grain elevator suggested for the public levee.

Original signed by J. L. Haugh.

(Copy)

Page 4

Horner and Wyatt
Consulting Engineers
470 Board of Trade Bldg.
Kansas City, Mo.

August 15, 1933.

Mr. Guy E. Stanley, Assistant to the President, Union Pacific Railroad Company,

[fol. 2803] Railway Exchange Building, Kansas City, Mo.

Dear Mr. Stanley:

With this letter I am handing you two copies each of sheets 1 and 2 of sketches showing the proposed improvement on the public levee property in Kansas City, Kansas.

You will keep in mind of course that this is a preliminary study only, made some months ago when conditions pertaining to this improvement were similar but not identical with present conditions. I refer particularly to the method of financing and the probable operators of the Wharf property.

For the reason mentioned above, a great many details will have to be decided upon one after another, which may change the layout to some extent. For example, if it is decided to build as much as three or four million bushels of storage initially, it may be better to have four rows of tanks instead of only three as shown on the drawing. Four rows of tanks could be constructed at a slightly less cost per bushel than three rows and would permit of a much more satisfactory storage basement arrangement.

Another thing that we will call to your attention is the grain loading gallery shown on sheet #1 as extending outward from the workhouse to the Missouri River. It would be possible and there would be some advantage gained by locating this grain loading gallery as shown in black pencil at the left hand end of the elevator running out to the Kaw [fol. 2804] River. This plan shows only a gallery terminating in a tower at the River. This would be suitable for loading one barge at a time, but should the volume of busi-

ness justify it a gallery could be constructed extending in either direction parallel with the river from the loading tower so that additional barges could be loaded at the same time. This would be true whether located on the Missouri or the Kaw River.

Page 2—Mr. Guy E. Stanley page 5

We have shown two railroad tracks on each side of the elevator with the workhouse located at the center of these tracks. Only three of these are elevator tracks—the two on the north and the first one on the south side of the elevator. Additional tracks may be required on the north side of the elevator depending upon the size of the elevator that is decided upon and the speed desired for unloading and loading out. We did not show the tracks at the left hand end connected to any of the present railroad tracks there, but we understand these tracks can be extended across the C. & G. W. and connected into the Union Pacific tracks.

The above is for your preliminary information and we shall of course be glad to discuss any further details with you at your convenience.

Yours very truly, Horner & Wyatt, by O. H. Horner.

OHH:EH.
enc.

[fol. 2805] (Copy)

Page 6

Kansas City, Mo.,
August 16, 1933.

Mr. J. L. Haugh:

Attached is plat of ground layout and cross section of proposed elevator on public levee, Kansas City, Kansas, together with letter from Horner & Wyatt, engineers.

Mr. Horner consulted the members of the State Public Works Board composed of R. J. Paullet, Salina, Ralph Snyder, Manhattan, and Martin Miller of Ft. Scott. They afterwards wrote Mr. Horner a letter advising that they were interested in the project and thought it would qualify under the law, and urged that he hasten the presentation of an application. Since receipt of that letter Mr. Paullet has succeeded to the position of State Engineer, which is a more

important position than that of State Administrator. The State Engineer makes recommendations for the State Public Works Board to the Washington authorities.

Mr. J. S. Hart of the firm of Hart, Bar-lett & Sturtevant Grain Company, is interested in leasing the elevator and agrees that the proper location is on the public levee of Kansas City, Kansas.

I have examined Circular No. 1 and Circular No. 2 issued by the Public Works Administration and find that they are generally following the set up of the R. F. C. for self liquidating projects. Loans to public bodies will be favored. [fol. 2806] The City Attorney of Kansas City, Kansas will prepare a bill for the special session of the Kansas legislature to be held the latter part of September, under the terms of which a new public commission will be created to be officered by the Mayor and City Commissioners. It is also contemplated that the new public commission have authority to issue revenue bonds without being general obligations of the city.

I am calling this to your attention at this time from one standpoint only. The railroad trackage could be public or private. If the former, it would be open to all railroads on the same basis able to make connections to it. While the project is in state of formation I would like for you to state which you would prefer and I will then try to give effect to your preference.

Please make any suggestions about location or trackage which I may convey to Mr. Horner.

(Sgd.) G. E. Stanley.

(Copy)

Page 7

Kansas City, Mo.,
November 18, 1933.

Mr. J. L. Haugh:

Attached is House Bill No. 164, or the bill to authorize the improvement of public levee in Kansas City, Kansas, and the building of a grain elevator and docks. This bill has already passed both houses and has been signed by the Governor.

[fol. 2807] The city has made application to P. W. A. for a loan and grant of $1,700,000. The State Board has

favorably passed on the application and the chances of securing the loan and grant are good.

You will note that the bill as drawn provides for "revenue bonds" and does not authorize the city to issue its general obligation bonds or levy and collect taxes to pay the principal or interest on the bonds to be issued.

The bill authorizes the city to build "such storage, railroad and all other facilities which will make the publicly owned levee of such city convenient and accessible for use in connection with water transportation on the navigable river or rivers adjoining such public levees."

If the loan and grant are obtained, it is very probably that the city will lease the improvement to the Hart, Bartlett and Sturtevant Grain Company. Mr. Hart is President of the Board of Trade. Mr. H. F. Hall is also associated with this firm.

(Sgd.) G. E. Stanley.

(Copy)

Page 8

Kansas City, Mo.,
January 12, 1934.

Mr. J. L. Haugh:

Mr. A. H. Skinner, City Attorney, at my request is mailing you a print showing location of proposed grain elevator, [fol. 2808] service tracks and railroad conections on Public Levee of Kansas City, Kansas.

The Kansas State Public Works board and its engineer, represent that early and favorable action is expected on the City's application for grant and loan in the amount of $1,785,000.

(Sgd.) G. E. Stanley.

(Copy)

Page 9

Mr. Haugh:

Word was just received from Washington, D. C. that application for loan and grant to construct grain elevator came within P. W. A. law, but final action depended on engineering and financial report about which there were some trivial questions raised.

Some of the former allocations are being turned back and K C K officials are fearful they will not secure their share of P. W. money. Mayor McCombs requested me to make trip to Washington on behalf of City's application, explaining City does not have any funds to spend. Outside of Airport matter I could go any time if allright with you.

Please advise.

(Sgd.) G. E. S.

2/3.

[fol. 2809] (Copy)

Page 10

Telegram

Omaha, Feb. 5, 1934 G. E. Stanley, Kansas City.

All right for you to go to Washington on grain elevator matter. Suggest you go any time now preferably right away. Airport matter will take some time to work out and if you wait until that is concluded it will unnecessarily delay grain elevator matter. J-18.

J. L. Haugh.

(Copy)

Page 11

Kansas City, Missouri,
February 7, 1934.

Mr. J. L. Haugh:

I will leave tonight for Washington, D. C. to assist, if possible, on the application of Kansas City, Kansas for grant and loan to construct grain elevator on public levee.

Walter F. Schulz of Memphis will meet me in Washington. Attached is copy of wire from U. S. Guyer advising that an appointment has been arranged for 10:30 Friday morning.

I think I can get through there Friday and Saturday and be back in Kansas City Monday morning, February 12th.

(Sgd.) G. E. Stanley.

My Washington address will be Raleigh Hotel.

[fol. 2810] (Copy).

Page 12

Kansas City, Missouri, February 13, 1934.

Mr. J. L. Haugh:

I just returned from Washington, D. C. where I made an effort to assist Kansas City, Kansas in its application for loan and grant to construct a grain elevator on the public levee.

There are three divisions of PWA which are supposed to simultaneously examine applications, namely; legal, engineering and finance. Any one division may reject the application and it requires the approval of all three divisions before it is passed upon by the final board or authority. There is also a board of review to which an applicant may appeal from adverse ruling of any divisions referred to. The City's application was reported to be in the board of review with which Mr. Guyer had arranged an appointment. Considerable time was consumed before we learned that it had not even been referred to that board. It was later ascertained that the application had been favorably passed by the legal division; that the finance division was waiting on the engineering division and that the examining engineer had just filed a report with the head of his division, Mr. Clarence McDonough of Albany, N. Y. W. F. Schulz, U. S. Guyer and I called on Mr. McDonough, who was only generally familiar with the application, and looked over the report just completed by an examining engineer. He asked [fol. 2811] numerous questions indicating that there was considerable confusion about uses of a grain elevator. Mr. McDonough then stated that the application was an important one and he could see where the improvement would be beneficial. He volunteered the suggestion that he would send an engineer to Kansas City to work with us there. The engineering report will be withheld until a field investigation is made.

It is my personal opinion that the application would have a fair chance if properly urged and that much would depend upon the report made by the engineer who will be sent here.

I will continue to follow the matter and will give you reports from time to time.

(Sgd.) G. E. Stanley.

P. S. Am just in receipt wire advising PWA engineer Frederick Wendroth would leave Washington Feb. 15th for KC.

(Copy)

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Kansas City, Mo., May 3, 1934.

Mr. J. L. Haugh:

I will be in Atchison tomorrow attending a meeting of the Kansas State Chamber of Commerce.

Saturday night I am leaving for Washington, D. C. in company with Mayor McCombs and City Attorney Skinner on the grain elevator matter. A definite appointment has [fol. 2812] been made for us by Congressman U. S. Guyer and he indicated it might take three or four days there to conclude all details. I expect to be back to Kansas City about Monday, May 14th.

(Sgd.) G. E. Stanley.

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Kansas City, Mo., May 14, 1934.

Mr. J. L. Haugh:

I returned from Washington, D. C, this A. M., where every (pencil marks) '' day last week, including Saturday, Mayor McCombs, City Attorney Skinner and myself conferred with some of the officials of P. W. A. regarding the grain elevator on the public levee.

The engineering report was just completed and every representation made by the city was given full credence. The Legal Division had some unsettled questions and before we left a final and favorable report was made. The Finance Division, which is made up of bond men out of brokers offices throughout the country, have a decided prejudice against what they call revenue bonds and it was very hard to establish to their satisfaction that bonds proposed would have security in addition to estimated revenues. It was shown that the land in an improved state would be very valuable and a 99 year lease, which could be arranged for

the security of the government, was equivalent to a mortgage and was tangible property on which the government [fol. 2813] would also have a lien for a long period of years.

There are many other details about which I will not burden you, but will give you only the high spots.

The Finance Division referred the matter to what is known as the Technical Board of Review, which passes on economic soundness and social desirability and the further desirability of the project from a national planning standpoint. We were given a special hearing before the chairman of this board, Colonel Cary Brown, a West Point graduate and formerly an army officer stationer at Fr.

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Leavenworth. He was the only man with whom we came in contact that knew anything about the agricultural district with the exception of one man in a minor position in the Finance Division from Tulsa, Okla. Colonel Brown made some splendid suggestions and the matter was then referred back to the Finance Division.

I have heretofore furnished you with a plat of the proposed development prepared by Walter Schulz of Memphis, on which the proposed elevator was located on the west side of Fairfax road and the grain gallery lead to the left or (r in ink)
north bank of the Kaw river. The elevator and trackage would use 14.30 acres of land. The remaining acreage would amount to 75.20 acres on which the city placed a valuation when the property is improved of 60 cents per square foot. It is the plan for the city to own the service [fol. 2814] tracks of the elevator but the main lead trackage on that portion of the land east of Fairfax road would be utilized by the railroad or railroads serving the land. We were asked to present a showing that the ground occupied for main lead trackage (and which was roughly estimated as one-tenth of the acreage) would yield 6 per cent on the valuation of 60 cents a square foot. Mayor McCombs stated that if a railroad company would pay on that basis for thirty years that he would grant an interminable franchise extending beyond the thirty years and without any other charge. I stated that it would be reasonable to require a rental or charge for this land which would be elevated and improved for railroad use, but not until the trackage served industry. However, it must be made clear what portion the

railroad will take in order to show liquidation possibilities on this project.

A lease was presented to the P. W. A. people signed by Hart, Bartlett and Sturtevant, in which this firm agreed to

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pay $40,000 per annum for the first five years; $50,000 per annum for the next ten years; $55,000 per annum for the next five years and $60,000 per annum for the next ten years, or a grand total of $1,575,000 during thirty year term for use of grain elevator. The lease carried a provision that the lessee would maintain both building and equipment and pay all charges except fire and tornado insurance. Mayor McCombs agreed to put the insurance premiums in [fol. 2815] his budget and have the city pay the same direct. The lease was supported by a financial statement of the grain firm which showed current assets of $660,000, but had bank loans against operations of about $400,000. The company had net assets of about $250,000. On my return to Kansas City and upon advising the firm that their financial rating was questioned for the size of the lease, a supplemental showing will be made that if they secure the lease an additional working capital of $200,000 will be paid into the firm. This criticism was made in the face of a letter from W. T. Kemper, Chairman of the Board of the Commerce Trust Company in which he referred to the financial and business integrity of the firm and the fact that his bank would extend it the full credit limit permitted by the bank's capital and surplus of $11,000,000 to any one firm.

Mayor McCombs stayed in Washington and Mr. Skinner and I returned to Kansas City in order to get additional showings that will be required and expect to return to Washington Monday, May 21st, with additional evidence and expect to produce the following:

1. That the U. S. Corps of Engineers will expend from $50,000 to $100,000 on the Missouri river bank and thereby lessen amount of loan.

2. That the State Highway Commission of Kansas will

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build a viaduct over our tracks and the tracks of the Mis- [fol. 2816] souri Pacific and Great Western at a cost of

about $200,000, leading from Third and Minnesota Avenue to a connection with new Fairfax road.

3. That the Board of Public Utilities will construct all necessary water mains and power and light lines without expending any of the borrowed funds.

4. We have also asked the Board of Utilities to take a lease on the public levee for a storage yard and sub-power station. The lease would be on 150,000 square feet and yield an annual revenue to the city of $5,400 per year for thirty years. This matter is being handled with the Board of Utilities by Mr. W. J. Breidenthal and I expect to have some advice about it today or tomorrow.

5. A showing will also be required as stated in the fore part of this letter, that the railroads entering upon this land would pay 60 cents a square foot for any trackage occupied for main lead tracks.

6. The Federal Barge Line has under consideration the payment of fixed rental each year for 900 foot frontage on the Kaw river or what is shown as the mooring dock on the Schulz plan. We are trying to get them to agree to pay at least $5,000 per year.

Application has been made for a loan and grant of $1,756,000 at 4 per cent interest, but after deducting the 30 per cent grant it really amounts to 2.8 per cent interest. The [fol. 2817] loan and interest during the thirty year period would amount to 2,454,000 and before the loan will be approved by the Finance Division we have to make a showing that sufficient revenues will be forthcoming to pay the loan. Mayor McCombs' concession on the insurance, the board of

Utilities' expected contribution, Federal Barge Line rental and lease or franchise rights to railroads would probably suffice, but in addition to that we are rtying to work out a plan whereby a fix charge per car would be made for the use of the grain elevator tracks, which will be entirely owned and maintained by the city and which to some extent will be patterned after the arrangement of the Kansas City Stock Yards.

I am conferring with Mr. Nance about the trackage arrangement and we expect to have a conference with the grain

firm this afternoon. It will be particularly helpful if Mr. Nance could accompany me to Washington as I am not sufficiently familiar with absorption and other traffic problems that may be presented.

I have personally attached much importance to this matter from our standpoint and would be pleased to have your approval to make another trip to Washington and possibly have Mr. Nance accompany me. If we can get things worked out this week and can make the necessary showing, there is no question but what this loan would be approved and the money allocated out of the new appropriation expected to be voted by Congress.

[fol. 2818] City Attorney Skinner was personally adverse to the employment of Washington counsel but after he became educated on the slow process and numerous details, both he and Mayor McCombs agreed to employ the law firm of Long, St. Lewis and Nyce, who are now working on the application and have had much similar experience. The arrangement with the law firm is entirely contingent and the fee will be paid from the proceeds of loan and be fixed by P. W. A.

(Sgd) G. E. Staley.

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(Copy), Omaha, Nebraska, May 17, 1934,

Mr. G. E. Stanley:

Your letter May 14th concerning the grain elevator on the public levee at Kansas City, Kansas.

I am pleased with the progress that you are making on this project. I also agree with you that it is reasonable to expect the railroads to pay a rental on the improved land that will be occupied by main industrial lead trackage. The valuation of sixty cents per square foot is probably not excessive, although I do believe the interest rate of six per cent is high; in fact, it is considerably higher than the amount being paid by the city for its loan. I am agreeable, however, to your working out a proposition on this whereby the railroads will pay rental on the property used for trackage when such trackage is built and serves industries, including Mayor McCombs' statement that the franchise will be interminable without rental after the thirty year period.

[fol. 2819] 20

In this connection, the Missouri Pacific will have the right to joint use and in that event they will join in the rental. However, it is not necessary to make them a party to the agreement because the Union Pacific will take the responsibility and in the event the Missouri Pacific do not wish to come in the Union Pacific will bear the entire rental.

I also agree with you that it is proper for the railroads to pay a fixed charge per car for use of the grain elevator tracks, which will be entirely owned and maintained by the City. Will you please join with Mr. Nance in working out something on this. Original signed J. L. Haugh.

(Copy)

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Kansas City, Mo., May 19, 1934.

Mr. J. L. Haugh:

Attached hereto is tentative plan for the development of the public levee which I am taking to Washington, D. C. tonight. It contains very little engineering details and is made for the purpose of figuring the prospective areas that will be developed, divided into streets, railroad rights of ways, industrial area, etc. Mr. Higgins is figuring the net area for industrial development. This will be used to show the plan of liquidation.

Mr. Nance will accompany me to Washington and will be very helpful in figuring out a reasonable plan for the use of the city owned grain elevator tracks.

I have outlined the form of a proposed contract and will endeavor to whip it into shape while in Washington. I am [fol. 2820] hopeful that we can accomplish everything there Monday, Tuesday and Wednesday and return to Kansas City Friday morning. My address in Washington will be Raleigh Hotel.

Mayor McCombs and City Attorney Skinner will accompany Mr. Nance and me. Walter F. Schulz, Consulting Engineer for the Barge Line, will meet us in Washington.

Colonel R. C. Moore has prepared a plan consisting of longitudinal permeable dike with baffle dikes to form an accretion between the present bank line and the longitudinal dike. He stated in letter to me as follows:

"This improvement is for the purpose of fairing out the Missouri River to a smooth line and to prevent the thalweg of the Missouri River entering the mouth of the Kaw River, thereby effecting better channel conditions in this vicinity and providing a better approach to the channel along the right bank of the river below its confluence with the Kaw River."

Colonel Moore and Captain Wyman both authorized me to present the plan to P. W. A. and state that conditional upon the general plan going through that they would build this improvement which roughly estimated will cost about $100,000.

The Board of Public Utilities plan on establishing a large storage yard and will utilize 150,000 square feet of this land. The Board has asked that a contract be submitted to it showing that the land would be improved as planned and it will agree to pay $5,400 per annum during the next thirty [fol. 2821] years or a grand total of $162,000. Indications are that the Federal Barge Line will make a lease and agree to pay 6 per cent interest on the valuation of 60 cents a square foot on approximately 180,000 square feet of land and it would take the strip of land adjoining the mooring dock and the tract at the northwest corner of the intersection of the Kansas and Missouri Rivers. Harry Darby, Chairman of the Kansas Highway Commission, has agreed to construct the viaduct as shown on the plan from Third and Minnesota Avenue to Fairfax Road on condition that the elevator is constructed and the further condition that the present Congress will appropriate additional money for highway purposes. I will represent to the P. W. A. officials that the Union Pacific Railroad Company will pay the customary rate on valuation fixed on the land to be used for main lead tracks and construct the tracks thereon when the same are required for industrial development.

We will endeavor to substantially conclude all negotiations on this trip and will report further facts and details to you as soon as they are definitely known.

(Sgd.) G. E. Stanley.

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This Agreement, made and entered into this — day of ——, 1934, by and between The City of Kansas City, Kansas, a municipal corporation of and organized under the

laws of the State of Kansas (hereinafter called "City"), State Highway Commission of Kansas, a legal entity of the [fol. 2822] State of Kansas, (hereinafter called "Kansas Commission"), Board of Public Utilities of Kansas City, Kansas, a legal entity of the State of Kansas (hereinafter called "Utilities Board"), Inland Waterways Corporation, a corporation organized pursuant to an act of Congress (hereinafter called "Federal Barge Line"), and Hart, Bartlett & Sturtevant Grain Company, a corporation organized under the laws of the State of Missouri (hereinafter called the "Grain Company"), Witnesseth:

Recitals:

The City is the owner of a tract of land consisting of — acres, more or less, abutting upon the banks of the navigable Missouri River and the Kansas River in Wyandotte County, Kansas, said tract being known and designated as the "Public Levee" and being described as follows,

(Insert Description)

to wit: said tract of land being shown outlined by green lines on the print hereto attached, marked "Exhibit "A", and hereby made a part hereof. The said Public Levee is by character and location well suited for the development of public docks and wharves and for industrial use, all of which would be conducive to the general welfare and would strategically serve a large agricultural area.

At the instance of the City, Horner & Wyatt and Walter [fol. 2823] F. Schutz, engineers, have prepared detailed plans and specifications for the improvement of said Public Levee and for the construction thereon of a grain elevator, dock and wharf and railroad trackage serving said grain elevator, dock and wharf, a copy of which said plans and specifications is hereto attached marked "Exhibit B" and hereby made a part hereof. On the — day of ——, 1934, the City entered into a Loan Agre-ment in writing with the Federal Emergency Relief Public Works Administration (hereinafter called "Public Works Administration"), an agency of the United States organized under an Act of Congress known as the National Recovery Act of 1933, under which agreement to the Public Works Administration agreed to make to the City a certain grant of money and to purchase the City's bonds at par in an amount not to exceed $—— for the purpose of financing the construc-

tion of said improvements according to the plans and specifications set out in Exhibit B upon the terms and conditions in said Loan Agreement set out, a copy of said agreement being hereto attached marked "Exhibit C" and hereby made a part hereof. Under date of —— —, 1934, the City and the Federal Barge Line entered into a written agreement, a copy of which is hereto attached, marked "Exhibit [fol. 2824] D", and hereby made a part hereof, whereby the City agreed to lease to the Federal Barge Line, upon the terms and conditions in said agreement stated, the land shown shaded in red on Exhibit A, together with the dock and wharf to be located thereon, to be constructed by the City in accordance with the plans and specifications set out in Exhibit B and in accordance with the aforesaid Loan Agreement.

The City and the Grain Company under date of —— —, 193—, have entered into an agreement, a copy of which is hereto attached, marked "Exhibit E", and hereby made a part hereof, whereby the City agreed to lease to the Grain Company, upon the terms and conditions in said agreement stated, the grain elevator to be constructed by the City under the plans and specifications set out in Exhibit B and pursuant to said Loan Agreement.

Pursuant to the purpose and intent of the aforesaid Loan Agreement, it is essential that certain other public improvements for the beneficial use and enjoyment of the improvements shown on Exhibit B shall be undertaken and completed by the time the improvements shown on Exhibit B shall be completed and ready for use and that other improvements in and upon the Public Levee shall be made from time to time for the proper development of the Public Levee.

[fol. 2825] The City plans on the leasing for industrial purposes, and for long periods of time, locations on the Public Levee suitable for the location of industrial plants, to the end that the rents and revenues received from said leases shall, together with the rents and revenues received by the City under the contracts aforesaid with the Federal Barge Line and the Grain Company, be applied to the payment of the principal and interest of the loan provided for in said Loan Agreement.

For the purpose of giving assurance to each of the 26 parties hereto and to the Public Works Administration that the program outlined in these recitals for the development,

operation and use of the Public Levee and the improvements to be constructed thereon will be carried out, this agreement is made.

Agreement:

Now Therefore, in consideration of the premises and of the mutual and dependent promises and agreements of the parties hereto, it is agreed by and between the parties hereto, and each of the parties severally agrees with the Public Works Administration, as follows:

Section 1. The City shall and will, as expeditiously as possible

(a) do and perform all of the things promised and agreed [fol. 2826] to by it and required of it by the said Loan Agreement with the Public Works Administration;

(b) as soon as can reasonably be done after the execution and delivery of this agreement, improve said Public Levee and construct thereon said grain elevator, dock and wharf and trackage, all in conformity to the plans and specifications set out in Exhibit B and at a cost not to exceed $——, the cost therefor to be paid by the City out of moneys derived from said grant and loan provided for in said Loan Agreement; and to this end the City shall as soon as reasonably possible after the execution and delivery of this agreement publish in accordance with law noticees to bidders, inviting bids for the furnishing of material, equipment and labor for, and for the performance of, said work, requiring the successful bidder or bidders to furnish the bonds with corporate surety thereon required by the laws of Kansas and the regulations of the Public Works Admin-stration, and, after the canvassing of said bids and the approval by the Public Works Administration, the City shall execute contracts with the lowest responsible bidder or bidders for the performance of said work.

Section 2. The City further agrees to make the following additional improvements with its own funds derived from sources other than the grant and loan provided for in the Loan Agreement:

[fol. 2827] (a) The City shall improve, and shall pave to the width of forty (40) feet, the street extending from the north end of the viaduct to be constructed by Kansas Com-

mission as hereinafter provided to a connection with Fairfax Road at the northerly limits of Kansas City, said work to be done with reasonable promptness after the execution and delivery of this agreement; and

(b) The City shall improve and pave additional streets on the Public Levee as may be required in connection with the development of said Public Levee.

Section 3. The City will make and collect from railroads operating over the trackage serving said grain elevator dock and wharf, as shown on Exhibit B, a charge of $1.00 per loaded car for each and every loaded car moving over said trackage; no charge to be made for empty cars.

Section 4. The Kansas Commission agrees, at its own cost and expense, to construct a modern highway viaduct over railroad trackage and extending easterly and northerly from the intersection of North Third Street and Minnesota Avenue Extension on said Public Levee at an approximate cost of One Hundred Twenty-five Thousand Dollars ($125,000.00), the roadway of said viaduct to be constructed at least forty (40) feet in width and said viaduct to be completed on or before the — day of ——, 193—. The location of said viaduct is shown outlined by red lines on said Exhibit A.

[fol. 2828] Section 5. The Utilities Board agrees, at its own expense, to do the following work:

(a) to construct a 12 inch water main from North Third Street and Minnesota Avenue in Kansas City, Kansas underneath and along the roadway of the viaduct to be constructed by the Kansas Commission as aforesaid and extending northerly along Minnesota Avenue Extension Fairfax Road to the northerly limits of Kansas City, Kansas;

(b) To construct an 8 inch water main from the north end of said viaduct along the new street shown on Exhibit A leading easterly to the Missouri River;

(c) to erect electric power and light lines along Fairfax Road and the aforesaid viaduct; and

(d) from time to time to construct such other water mains and to erect such other electric power and light lines upon the Public Levee as may be required in connection with its development.

The work to be done by the Utilities Board as provided in subdivisions (a), (b) and (c) of this Section 5 shall be commenced with reasonable promptness after the execution and

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delivery of this agreement and shall be pushed diligently to completion.

Section 6. Each the Federal Barge Line and the Grain Company executes this agreement as evidence of the understanding, concurred in by the other parties hereto, that said Federal Barge Line and said Grain Company have respectively executed the agreements, copies of which are at- [fol. 2829] tached as Exhibit D and Exhibit E, in consideration of and in dependence upon the fulfillment of the covenants and promises made by the City, the Kansas Commission and the Utilities Board in this agreement.

In Witness Whereof, the parties hereto have caused this agreement to be executed in quintuplicate as of the date first herein written.

The City of Kansas City, Kansas, by —— ——, Mayor.

Attest: —— ——, City Clerk.

State Highway Commission of Kansas, by —— ——.

Attest: —— ——.

Board of Public Utilities of Kansas City, Kansas, by —— ——.

Attest: —— ——.

Inland Waterways Corporation, by —— ——.

Attest: —— ——.

Hart, Bartlett & Sturtevant Grain Company, by —— ——.

Attest: —— ——.

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May 21, 1934

Major General Thomas Q. Ashburn, President-Chairman of the Board, Inland Waterways Corporation, Washington, D. C.

Dear General:

As represented to you in our conference a few days ago, the City of Kansas City, Kansas, has applied to the Federal

[fol. 2830] Emergency Administration of Public Works for a loan of $1,756,000.00, with which to construct a rail-river grain elevator together with other terminal facilities for the loading of bulk grain on barges. You are further aware of the fact that this has been endorsed by the Kansas State Board of Agriculture, the Chambers of Commerce of both Kansas City, Missouri and Kansas City, Kansas, the Missouri River Navigation Association, J. C. Nichols, and prominent people in our section of the country. It is especially favored by the farm organization and the Kansas Legislature in special session specifically authorized the city to construct these facilities. In addition to the construction of the rail-river grain elevator, we are seeking to improve the 100-acre tract of land for barge line terminal, to be owned by the city and designated as our Public Levee.

The Kansas State Highway Commission and the Board of Public Utilities, the latter being the governing body of our municipally owned water and light plants and our city have combined in a plan to contribute over one half million dollars for the improvement of this land, in addition to the money which we have applied for as a loan and grant from the Federal Emergency Administration of Public Works.

We have cooperated with you and your engineers and traffic officials in arranging proper facilities and are very appreciative of the advice and guidance that you have given us. The site and general plans were inspected and approved by you.

[fol. 2831] We find that in order to show that this project is self-liquidating and in order to secure the loan and grant, it will be necessary to make a reasonable charge to the Barge Lines for the use of the morring dock and adjoining land along the river bank, and therefore request that Inland Waterways Corporation lease the tract of land from the city as shown by attached plat. This is the very best property that we have and will be convenient of access from both the Missouri and Kansas rivers. A reasonable charge would be $8,500.00 per annum.

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The charge suggested above is tentative and may be more or less, depending upon our further negotiations with Federal Emergency Administration of Public Works. We appreciate as well as you do that this will not only be a good

improvement for the Barge Lines, but will also serve a great agricultural area and furnish real farm relief.

The charge suggested to you is no more than our Board of Public Utilities or the Railroads will pay on an area basis.

It will, therefore, *the* appreciated if you will give consideration to the suggestion made herein and advise whether or not we can count on your cooperation to secure this much needed facility.

Respectfully yours, City of Kansas City, Kansas, by:
[fol. 2832] (Sgd) Dan C. McCombs, Mayor.

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Special Delivery May 29, 1934.
Airmail

Hon. Chester I. Long, 1266 National Press Bldg., Washington, D. C.

Dear Senator:

We arrived in Kansas City Monday morning and have devoted all of yesterday and today to the supplemental application and supporting papers that you will require to prosecute the application of Kansas City, Kansas for improvements on the public levee.

Mr. R. E. Crooks, assistant to Mr. Shaphard, was in Kansas City yesterday and we were with him over half a day. He was particularly anxious that the city operate the grain elevator and took the view that it should not be leased. However, Mayor McCombs and Mr. Skinner have made it plain to him that the city should not and would not operate the elevator; that it would require one-half million dollars operating capital and put the city in the grain business and that the grain trade would naturally be adverse to patronizing the city in such a venture. He finally agreed that we should go ahead with our lease negotiations and make a [fol. 2833] financial showing about the prospective lessee. We have the following things moving concurrently at this time:

1. The grain firm is getting up certified copies of recent audit and will also show what additional capital will be put into their business if the grain elevator is built and leased to them.

2. Senator McDonald and his associate, Mr. J. W. Reder, are preparing annuity schedules for the retirement of the loan and other financial data that will be required.

3. Mr. Skinner is preparing a supplemental application.

4. The tentative form of contract has been prepared and a copy is submitted herewith.

5. An artist is making a drawing visualizing the proposed improvements.

It has been definitely decided that all of these will be ready Thursday and will be air mailed to you Thursday evening but I learned that the air mail service has been changed so that planes do not leave here until 11:00 PM at night and do not arrive in Washington until 7:00 P. M. the next day, so as a matter of fact regular railroad mail will be just as quick. At any rate we will mail the same to you special delivery air mail Thursday night.

Mr. R. J. Paulette, State Engineer for P. W. A., was with [fol. 2834] us at the time we conferred with Mr. Crooks. He stated definitely that he would not recommend the application if the city would operate the elevator and favors the present plan of the city. He is giving us splendid support and intends to bring Mr. Crooks back through Kansas City after making a trip to Pratt and Galena, Kansas. He will try again to convince him that the plan of the city is entirely proper.

We are prepared to show in a very clear way, as you will note on the papers that will be forwarded to you, that the liquidation of this loan is assured and that the same should be approved. I think that these papers should precede our next visit a few days and that you should advise Mayor McCombs and Mr. Skinner when they should come to Washington and make any suggestions that you see fit about the papers that will be sent to you Thursday night.

I am very sorry to disappoint you about delay in transmitting these papers but assure you we have all done everything possible to expedite the same. The engineers find that the cost of electric motors has increased 21 per cent; steel $13.00 per ton and that necessitates refiguring the whole setup. The engineers and everybody else have worked both

night and day, but I am sure that there will be no disappointment about sending these to you Thursday night.

Very truly yours, G. E. Stanley

[fol. 2835] Proposed Improvements in Addition to Those in Which P.W.A. Will Participate

Present		
Kansas Highway Commission Viaduct	$125,000	
Paving by Kansas City, Kansas	173,215	
Water Mains	9,850	
Light and Power	12,000	
Railroad Tracks	63,260	
U. S. Corps of Engineers River Bank Stabilization	100,000	483,325
Future Improvements as Per Plan		
Additional Water Main	12,245	
Additional Power & Light Facilities	50,000	
Additional Paving	51,600	
Additional Railroad Tracks	35,940	149,785
		633,110

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(Copy)

Kansas City, Mo.,
May 31, 1934.

Mr. J. L. Haugh:

Proposed Elevator and Public Levee improvement, to be financed by PWA grant and loan.

I have made three trips to Washington, D. C. on this matter. Two trips were made this month in company with Mayor McCombs and City Attorney Skinner. Hart, Bartlett and Sturtevant Grain Company advanced most of the expenses of the city officials. However, P. W. A. people in finance department wanted city to operate the elevator and just today one of their representatives requested that bids be taken for the elevator and that plan will be followed. The city officials cannot accept any more money from the grain [fol. 2836] firm and are confronted with necessity of making another trip. They wish me to accompany them and have asked that we advance their expenses. Under the cash budget law, the city cannot advance the money unless they have the money set aside for that specific purpose. The actual expenses of each would be from $150.00 to $200.00 and they agree that it may be repaid out of the proceeds of the loan. Personally, I am sure that the loan and grant can be obtained on revised basis which we are ready to send to Washington today. Senator Chester I. Long will send a wire and fix definite date next week and he especially urges

that we return to Washington in order to press the application and also push for allocation of funds when the application is approved.

It is also necessary to secure photographs and drawings

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which were just requested. I have taken the responsibility of ordering these at an estimated cost of $100.00. The entire cost, including my own expenses, will be refunded if the loan and grant are made.

Is it satisfactory for me to make another trip? I recommend that we advance the expenses of the city officials, because both are unable to do so and I feel this improvement will be of substantial benefit to the Union Pacific.

[fol. 2837] (Sgd) G. E. Stanley.

Because of fact that roads and entra-ces to Fairfax Industrial District are directly involved, this account could properly be carried by Land Company.

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(Copy)

Omaha-June 1, 1934

Mr. G. E. Bissonnet:

Will you kindly prepare and forward to Mr. G. E. Stanley today a Kansas City Industrial Land Company voucher for $400 to cover working fund advance to be used by him in connection with securing the location on our tracks of a grain elevator at Kansas City, Kansas.

(Sgd) J. L. Haugh.

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Kansas City, Mo., June 1, 1934.

Mr. J. L. Haugh:

Attached are two views of the public levees. One is an untouched photograph showing the Kaw River bank of the public levee in the foreground and looking toward the sky line of Kansas City, Missouri, and the other one is a perspective prepared at the request of the P. W. A.

Photographs and other material have been forwarded to Washington and the application of the city will be prosecuted vigorously.

[fol. 2838] I regred that I did not make it entirely plain to you in my letter of yesterday about the fact that the city would not countenance any plan to operate the elevator or go in the grain business. Unfortunately there are a number of people in government positions who have public ownership views, but Mayor McCombs stated that he would not consider putting the city in the grain business. R. J. Paulette, Engineer for the Kansas State Advisory Board of P. W. A., also stated that he would not recommend the loan unless the elevator was privately operated. However, as the matter now stands the city has agreed to take bids from elevator operators and the firm of Hart, Bartlett & Sturtevant will have the same chance as any other grain firm.

I appreciate your consent for me to go to Washington again and believe that we will be able to terminate the matter on our next trip and successfully consummate loan and grant for the full amount of $1,756,000.

G. E. Stanley

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Kansas City, Mo., June 4, 1934

Mr. J. L. Haugh:

There are several matters about City's application for funds to improve Public Levee that I have not reported to you.

While in Washington, D. C., we gave a dinner to Katherin [fol. 2839] O'Loughlin McCarthy, M. C. of Hays, Kansas. She became acquainted with grain elevator plan. We are now advised that Congressman McCarthy has interested Mrs. Roosevelt in the project.

The second matter is plan of city to ask authority at next meeting of State Legislature (January 1935) to construct an Agricultural Mart on Public Levee for display and sale of farming implements, to be leased to manufacturers. You are acquainted with present quarters here for farm implements, most of which are located in multi-story buildings in Central Industrial District. The plan will provide warehouse space in addition to sales room and I believe would strongly appeal to that industry. The city will ask an architect to make preliminary sketches and study the needs in advance of request for enabling act. The proposed legislation would authorize the city to issue its bonds and build

the building when leases are made and would be done without a vote of the people. No P. W. A. financing would be required, unless the 30 per cent grant was still available. Do you see any objection to the plan?

In the past few days the city officials and I have conferred with three local industries about leasing land on Public Levee if it is improved. All three have agreed to do so and have made written commitments to Mayor McCombs. They are:

1. Milk Producers Association, 1507 Central Avenue, which operates a butter churn and makes cheese. It is a [fol. 2840] farmers cooperative and secures raw milk daily from 600 producers.

2. Kansas Service Grocers, wholesaler, made up of about 100 retail grocers.

3. Midland Valley Casket Company, which handles about 40 carloads from West coast each year.

G. E. Stanley.

39

Western Union Telegram

1934 Jun 4 AM 9 48

WA85 22-WUX Washington DC 4 1041A

G. E. Stanley, 717 Railway Exchange Bldg. KSC

Supplemental Application city levees papers received stop will file today and advise you later when you and city officials should be present.

Chester I. Long.

40

Western Union Telegram

1934 Jun 5 PM 3 28

WA312 34-WUX Washington DC 5 424P

G. E. Stanley, 717 Railway Exchange Bldg. KSC

Telegram that you will arrive Friday received Stop St-Lewis Ashburn and I had very satisfactory conference with

[fol. 2841] McGill Stop Ashburn by request will deliver memorandum to McGill tomorrow Stop We also talked with Capper

Chester I. Long.

Western Union Telegram

1934 Jun 4 PM 4 22

WA296 65 NL-Washington DC 4

G. E. Stanley, 717 Railway Exchange Bldg. KSC

We believe that result will finally depend on our being able to sustain exhibit four with finance division stop we suggest that you and accountant who made that exhibit come on as soon as possible with definite commitments and Mayor and Skinner come later stop we have arranged with McGill for conference tomorrow with General Ashburn at which we will discuss details of supplemental application.

Long St. Lewis & Nyce.

41

Western Union Telegram

Kansas City, Mo., June 5, 1934.

Long, St. Lewis & Nyce, 1266 National Press Bldg., Washington, D. C.:

We will arrive there Friday morning with necessary written commitments.

G. E. Stanley.

[fol. 2842] (Copy)

42

Kansas City, Mo., June 6, 1934.

Mr. J. L. Haugh:

As stated to you in letter a few days ago, it was necessary to obtain some photographs of the Public Levee property, one taken from the property and the other as the property will appear when improved. The drawing cost $85.00 and thirty photographs of each were made because they had to be furnished to people in the congressional delegation in addition to six photographs filed with P. W. A.

The attached bill for $112.65 is reasonable and I have approved the same for payment.

The City's application has set up a fund of $64,157.78 for contingencies and incidental expenses and this money as well as my own personal expense and the advance of $400.00 will be paid out of that fund if this application is approved. The Mayor and City Attorney have both agreed to do this and I will keep a record of everything, including postage, just as was done in the case of the Regional Bridge Company.

I am in receipt of a wire from Senator Chester I. Long in which he requested that Senator Joseph S. McDonald of Kansas City, Kansas, State Senator, accompany us on the trip because he is an accountant and prepared some of the amortization tables. However, I have arranged with the grain firm to carry these additional expenses notwithstand-[fol. 2843] ing the fact that it may be necessary for it to bid for the elevator. On account of the financial standing of the grain firm the city is inclined to give it preference if possible.

43

We are leaving Kansas City tonight and will arrive in Washington Friday morning. We will stay at the Raleigh Hotel.

We have been advised by wire to ask definite commitment from the Board of Public Utilities and that was arranged at their meeting this morning.

The indications are very favorable that we will secure approval of the application on this trip.

(Sgd) G. E. Stanley.

44

Western Union Telegram

1934 Jun 18 PM 6 37

WA386 74 NL-Washington DC 18

G. E. Stanley, 717 Railway Exchange Bldg. KSC

Telegram eighteenth received stop Breidenthal and I had conference with Shapard and Olin stop no operation by city required stop elevator lease for ten years to be let to highest

bidder renewal subject to approval PWA stop Gross rentals to be given as security stop principal demand that city issue five hundred thousand obligation bonds which Breidenthal and I assured them it could not do Stop we will confer again [fol. 2844] tomorrow on giving equivalent.

Chester I. Long.

45

Kansas City, Mo., June 18, 1934.

Mr. J. L. Haugh:

This is to give you further facts about the pending application of Kansas City, Kansas for P. W. A. grant and loan in the sum of $1,756,000 and about which I wrote you from Washington, D. C.

The Board of Review has recommended the loan on terms and conditions specified by it but to date we have not received specific information. It is very probable that Senator Long will obtain this information some time today or tomorrow and wire me. Colonel Waite, Assistant Administrator, will not be in Washington until Wednesday and it may be that he will be unable to get the information until he has a conference with Colonel Waite. It is my opinion that the terms will not widely vary from the supplemental application made by the city.

I had another conference with Mr. Wesley W. Horner, formerly city engineer of St. Louis, on the Pennsylvania's "Liberty Limited". He was not disposed to discuss details and I respected his propriety. Mr. Horner stated, however, it was one of the most interesting applications he had had an opportunity to consider and was very hopeful that it [fol. 2845] could be worked out.

Mayor McCombs is tremendously interested in bringing about this improvement and will do anything within his power to accomplish it. He is especially interested in the proposed agricultural mart.

The revenue bond bill passed by the special session of the Kansas Legislature in October, 1923, prohibited the

46

city from levying taxes to support the bond issued. The city, however, has authority to annually budget and levy

taxes for acquisition and maintenance of parks, parkways, public squares, etc. It's authority to levy for a public mart is somewhat questionable. Mayor McCombs therefore proposed to annually budget and levy $10,000 per year for 30 years for a water front park (only intended to support the P.W.A. loan) and at the request of the Board of Review increased the amount to $15,000 per annum, contingent upon that sum being required to service the proposed loan of approximately $1,326,000.

It is necessary to revise the plan and work will be started on it today. An area will be set out for the proposed agricultural mart. Mayor McCombs and Senator McDonald agree that the city could well afford to expend $500,000 for such a building, which would provide for daily display of agricultural implements and allied products and also adequate warehousing space. This building could not be constructed until the legislature gave the city express authority [fol. 2846] and that is expected in the January, 1935 session. Senator McDonald will foster the legislation. It is possible that the 30 per cent grant will still be available at that time.

I do not think there is any question but what the agricultural implement people would welcome such an improvement, provided it can be built on basis that would provide for reasonable rent. I have discussed it with two people, namely; Mr. W. M. Simms, Local Manager for International Harvester Company and Mr. H. C. Merritt, Vice President, Allis Chalmers Manufacturing Company, tractor and farm implement division. The latter was especially enthusiastic about the suggestion. The industry in Kansas City generally occupies old multi-story buildings, none of which are suitable for the purpose.

47.

Senator Arthur Capper advised that he will remain in Washington about two or three weeks after adjournment of Congress. He has already talked to Dr. Tugwell and asked the support of the A.A.A. Senator Capper has a splendid standing with the administration and has promised to personally contact the proper people at the P.W.A. Senator George McGill of Wichita, Kansas, will also re-

main in Washington and has promised his support. The people at Wichita are not particularly friendly to Kansas City and we were elated over securing his written endorse-
[fol. 2847] ment. We do not expect much cooperation from him but feared his negative power. All of the congressmen and lone congresswoman in Kansas joined in support of the City's application.

After the project is approved it is especially important to get an allocation. There are 8000 applications pending. The City is especially fortunate in having Senator Long and his firm on the ground. I have never seen the Senator's equal in handling matters of this character. It is necessary to follow the application in several departments at one time and he has two men who are especially trained to do that work. Senator Long has a habit of asking a lot of "dumb questions", which add to his information and understanding about the project from day to day. His integrity and ethical standing are very high. (Sgd) G. E. Stanley.

48

Western Union Pacific, 1934 Jun 19 PM 3 10,
WA232 TWS Paid 3 MINS-WUX Washington DC 19
400P

G. E. Stanley, 717 Railway Exchange Bldg. KSC

We Breidenthal and Guyer had conferences with Shappard Crooks and Olin Stop Demand for general obligation bonds will not be further pressed but we will file statement that city cannot issue same stop if city and others will increase commitment twenty-five thousand dollars we believe application will be granted stop Secretary Dern believes nine thousand too high but we will see Ashburn tomorrow [fol. 2848] about increasing it to fifteen thousand stop will city make lease for ninety nine years and can you get estimate as to value for long period stop can you get guaranty on trackage charges of fourteen thousand dollars so that Shapard will include same for some value stop he now excludes them as too speculative and of no value. Chester I. Long.

Air Mail—Special Delivery June 19, 1934.

Hon. Chester I. Long, 1266 National Press Bldg., Washington, D. C.

Dear Senator:

Following our conversation over telephone this afternoon, I received your wire in which you advised that Breidenthal, Guyer, and you had conferences with Messrs. Shapard, Crooks and Olin and that you had made it entirely clear to them that the city was without authority to issue general obligation bonds.

Confirmatory of my conversation over the telephone, I repeat the following:

1. Mr. Skinner and I conferred with Mr. Robert B. Fizzell of the law firm of Bowersock, Fizzell & Rhodes. This firm, as you know, is recognized in financial circles at Kansas City and throughout the southwest as competent bond counsel and their opinion on municipal law is generally accepted. The same firm is now acting as bond counsel on a number of applications pending before P.W.A. for cities in Missouri and Kansas. Mr. Fizzell is well acquainted [fol. 2849] with what the city wishes to accomplish and has been referred to the statutes and court decisions by Mr. Skinner. He stated that he was of the opinion that the city could lease this property to the government and the government could re-lease a portion to the city for public uses in an improved condition and that the city would be within its legal rights to agree to pay a definite sum each year during the life of the lease. Mr. Fizzell is further studying the statutes and decisions and this preliminary information will be followed by an opinion signed by him and which I believe will be favorable.

2. You requested that estimate of valuation be placed on longtime lease and called attention to the fact that the estimates made were on a thirty year basis only. I will call this request to the attention of Senator McDonald and will ask him to submit a new prospectus on that basis for your information.

3. Your last inquiry was whether or not it would be practical to secure a guaranty on trackage charges of $14,000 per annum in order that Mr. Shapard would definitely include same for a fixed value. I stated to the Board of Review that the Union Pacific, and for that matter I think other railroads, would build these tracks, but of course any railroad building the tracks would have to exclusively operate the same and would be entitled to all the revenue for switching. The barge line specifically requested that [fol. 2850] the trackage be open to all railroads on an equal basis and that is the reason it was necessary for the city to own its own tracks and why it admitted of the plan to make a charge for each road haul car moving in or out of the elevator of $1.00 per car on the inbound or outbound movements. The estimate of $14,000 per annum was based on this elevator doing an average business. When this plan was first suggested by the barge line the attention of the city was called to the fact that a charge of $5.30 for each road haul car had been made at the barge line tracks in Memphis for a great many years, but after looking into the situation there and learning that the midwestern stock yards, namely; Kansas City, St. Joseph and Omaha, all make a charge of $1.00 per car at each of these markets and for the use of stock yards' tracks, our officials thought that $1.00 per car was the only amount that could be absorbed in line haul movement. However, on this one question I do not want to make any definite commitments or suggestions until I have had an opportunity to confer with Mr. J. L. Haugh, Vice President of our railroad, who will be in Kansas City on Thursday morning of this week, or about the time that you will receive this letter, and I will then wire you a definite statement as to what the Union Pacific will do and will authorize you to give the information to Mr. Shapard.

4. Regarding the request that the city increase commitment to $25,000 per annum, I can only state that I have given [fol. 2851] this information to Mr. Skinner and that he has communicated the same to Mayor McCombs who is attending a fraternal meeting at Minneapolis and cannot definitely answer that inquiry until advise is had from the Mayor.

Very truly yours, G. E. Stanley.

51

Western Union Telegram

(Copy)

Kansas City, Missouri, June 21, 1934.

Honorable Chester I. Long, 1266 National Press Building, Washington, D. C.

Re-tal Stanley reference fifteen thousand (stop) plan lease all Levee to PWA and pledge all income payment loan (stop) Lease from PWA public square for thirty years annual rental fifteen thousand under provisions section thirteen dash thirteen eleven R. S. Twenty-three (stop) Letter follows. Alton H. Skinner.

52

Western Union Telegram

(Copy)

Telephoned from Fa 0749,

June 22, 1934.

Re your inquiry as to method to guarantee definite income on trackage for proposed grain elevator Stop If agreeable to City Union Pacific will do one of two things First construct tracks at our expense and thereafter operate same thereby permitting city to reduce amount applied for about sixty three thousand dollars or Second pay five percent of cost each year of lease in addition to maintaining tracks Stop Estimate contained in supplemental application [fol. 2852] was based on elevator doing average business Stop Senator McDonald estimate of revenues for last sixty seven years of proposed lease will be mailed to you tomorrow and will approximate six million dollars G. E. Stanley.

53

Western Union Telegram

(Copy)

Telephoned from Fa 0749

Chester I Long, 1266 National Press Bldg., Washington, D. C.

Wire date Second proposition would amount to thirty one hundred per annum or about ninety three thousand

dollars in thirty years. However will add one thousand per year for use of land, all on condition that Union Pacific exclusively serve elevator Stop Railroad would absorb one dollar charge if tracks are owned and maintained and the original plan is no doubt best for City Stop Union Pacific will agree to perform switching service for all railroads on city owned tracks and collect one dollar per car and account for the money each month. G. E. Stanley.

54

Western Union Telegram

1934, Jun. 22, P.M. 2:14, WA240 Tws. paid
3 Mins.-Wux Washington, D. C. 22 306P,

G. E. Stanley, 717 Railway Exchange Bldg., KSC—

Re Second proposition it is doubtful whether Board of Review which requires that contract for rental of elevator be given to highest and best bidder would consent that Union Pacific be given an exclusive contract for trackage to serve the elevator Stop Why could not trackage contract be also given to highest and best bidder Stop Is it not pos- [fol. 2853] sible if bids are taken that elevator rental contract will result in more than fifty two thousand five hundred and trackage contract in more than thirty one hundred dollars Stop Breidenthal McDonald and other Democrats should wire McGill to see Dern urging him to increase commitment of Inland Waterways Stop Capper will see Dern again tomorrow. Long StLewis and Nyce.

55

Western Union Telegram

1934, June 22, A. M. 10:26, WA81 30-WUX Washington, D. C. 22 1117A.

G. E. Stanley, 717 Railway Exchange Bldg. KSC

Prospect for increasing Inland Waterways commitment of nine thousand not good Stop can you get other commitments so that we can submit necessary additional commitment to Board of Review tomorrow. Long St Lewis and Nyce.

56

(Copy)

Telegram

Omaha, June 23, 1934.

G. E. Bissonnet, Omaha.

Continuing by memorandum June 1st: Will you please mail to Mr. Stanley today Kansas City Industrial Land Company voucher for $800 to cover working fund advance to be used by him in connection with securing the location on our tracks of a grain elevator at Kansas City, Kansas. J-25 J. L. Haugh.

57

[fol. 2854]

Kansas City, Mo., July 5, 1934.

Mr. J. L. Haugh:

Re: City's PWA application.

I just sent you a wire advising of my return from Washington, D. C.

Before leaving here I made a definite appointment with Mr. McReynolds, Traffic Manager of the White Eagle, for today and just had a conference with him. The White Eagle is trying to negotiate an option on the Holt land and it is undecided whether or not the purchase arrangements will be concluded before July 15th when Chairman Marcell is expected to leave on an extended vacation. He will return about September 1st. I think time of deal will depend very much on negotiations with Judge Holt, which the company is handling direct.

During my absence Mr. Nance talked to Mr. McReynolds. Mr. Guild, Yardmaster Gaskill and Mr. Higgins also discussed track arrangement with Mr. McReynolds. He expressed appreciation for our cooperation and I am still of the opinion that we have a good chance to exclusively serve this industry on the Holt property.

Prior to your western trip I advised you that PWA and the city were substantially in agreement which information was based on wires and correspondence that I had from Senator Chester I. Long. However, just before leaving here

we were advised that the Legal Department of PWA had [fol. 2855] checked the opinion of City Attorney A. H. Skinner and had disagreed with him on a very vital matter. Mr. Skinner had given an opinion that the City was without authority to issue general obligation bonds but could contribute through its park maintenance fund a stipulated amount each year. The PWA lawyers, however, checked statutes and found that the city had authority to issue general obligation bonds to the extent of $500,000 and they expressed preference for that arrangement. Senator Long also made it clear that political influence had a great deal to do with the matter and it was especially important to get the active support of U. S. Senator George McGill of Wichita, Democrat, and this necessitated the taking of Mr. Breidenthal and State Senator McDonald in addition to the city officials as none of the latter had any Democratic affiliation. Consequently, Breidenthal, McDonald, Mayor McCombs, City Attorney Skinner and I left here Thursday, June 28th and arrived in Washington on Saturday morning, June 30th, at which time we found that Senator Long had just been taken to the hospital Senator Long's partner, Roy St. Lewis, and our party attended a scheduled meeting at PWA Saturday morning and then called on Senator Long at the hospital and reviewed the matter with him. His condition was not considered grave and he confidently stated that he would join us in a new conference arranged for the following Monday. Senator Long died Sunday afternoon. He was a widower and none of his immediate family was in Washington so we assisted the family in every possible [fol. 2856] way to make final arrangements and had our conference postponed until Tuesday. It was extremely warm on Tuesday and practically everybody was trying to get away for the 4th of July holiday, so altogether our negotiations were very unsatisfactory. Tuesday afternoon we contacted one of the main men, Mr. Thoron, Acting Chief of the Finance Division and made a definite engagement with Colonel Waite and his assistant Colonel Clark, for eleven o'clock today. Mr. Breidenthal and State Senator McDonald arranged for Senator McGill to accompany them today but up to this time I have not been advised as to the outcome of that meeting. Thoron of the Finance Division and all the other people have been brought in line and agreed that they would take the City's annual contribution in lieu of general obligation bonds which could only be

authorized at a general election and Mayor McCombs is very adverse to submitting such an issue.

When I left Washington Tuesday night every division of the PWA, Legal, Engineering and Finance, had agreed to support the loan and grant for $1,756,000 on the original terms. The important things is to get the allotment after the application is approved and, frankly, we discovered ample evidence that politics is an important element. I stayed out of that end of the negotiations but Willard Breidenthal and State Senator McDonald left no stone [fol. 2857] unturned and had the active cooperation of Guy Helvering, Internal Revenue Commissioner, Assistant Secretary of War Woodring and other strong Democratic support.

A staff meeting was defintely set up for final action on this application but on account of the fact that a number had left for vacations, Thursday, July 12th at 1:30 P. M. was the very earliest meeting that could be arranged. I therefore decided to return to Kansas City on account of the White Eagle Deal and other matters. Breidenthal and McDonald will leave Washington tonight. Mayor McCombs and City Attorney Skinner will remain there until July 12th and they requested that I return at that time.

I am submitting herewith my expense accounts up to date and you will note that it has taken considerable money. This money, of course, will be returned to us in the event the application is approved. It will be paid out of the preliminary expenses set up in the application. Mayor McCombs and City Attorney Skinner will have some additional expenses and Mr. Breidenthal and Senator McDonald will have some expenses not included on my statement to date.

It was necessary for me to make eight trips on the Regional Bridge deal and to date I have made five trips in relation to the public levee development.

The loss of Senator Long at this time is a big one. Mr. St. Lewis is taking an active interest in the application. [fol. 2858] Personally I am confident that the application will be approved and it is just a matter of complying with the numerous details and ide-s that present themselves from time to time until a definite contract has been made by the government.

Mr. Breidenthal will return here Saturday morning, at which time I will secure additional information and will advise you. G. E. Stanley.

60

(Copy), Mailgram, Omaha, July 9, 1934, No. A 1093-E

Mr. J. L. Haugh:

J-25 June 23, 1934 and your letter June 1, 1934, authorizing working fund advances aggregating $1,200 by the Kansas City Industrial Land Co. to Mr. G. E. Stanley:

We have received Mr. Stanley's expense account for $1,491.95 on which the $1,200 working fund advance has been applied in accordance with notation on Form 137, Bills Payable for Personal Expenses, covering the expenditure. Detail supporting form 137 shows that the expenses were incurred in connection with P. W. A. application of Kansas City, Kansas, for grant and loan to construct improvements on public levee, Kansas City, Kansas.

Until such time as you advise how these expenditures should be distributed in the account, I am arranging to have the amount thereof carried in Suspense. Q-203 G. E. [fol. 2859] Bissonnet (Copy), Omaha, Nebraska, July 10, 1934, Mr. G. E. Bissonnet:

Your mailgram July ninth relative to expenses incurred by Mr. G. E. Stanley, amounting to $1,491.95, during the month of June in making trips to Washington in connection with P. W. A. application of the city of Kansas City, Kansas, for grant and loan to construct improvements on the public levee at Kansas City, Kansas:

In the event this application is approved, and the outlook is encouraging, this money will be refunded to the land Company. In the meantime it should be carried in suspense. (Sgd) J. L. Haugh, CC-Mr. G. E. Stanley

62

Kansas City, Mo., July 23, 1934.

Mr. J. L. Haugh:

Attached you will find clippings from afternoon Kansas City papers about the P. W. A. application of Kansas City Kansas for improvement of public levee. I specifically requested the city officials to ask the newspapers to not mention my name in connection with this matter.

There are many details connected with this matter about

which I will advise you within the next few days. I have contracted a summer cold and feel rather miserable.

I appreciate you sending me advance working fund of $1,000 which I received this morning. Hotel bills which I [fol. 2860] predicted would run about $600 actually ran about $750. I will attach the bills to my expense account.

We directly contacted three cabinet officers in connection with this application, namely; Secretary Ickes, Secretary Dern and Secretary Wallace. Assistant Secretary of War Woodring was particularly helpful. Mr. Breidenthal stated to Woodring in substance "Harry I want you to order out the Army". Breidenthal then proceeded to tell him where he could be effective and gave him the name of several Army Officers working for Secretary Ickes. Woodring got all of them by 'phone. He explained why the War Department was interested and why the Federal Barge Line had agreed to do; stated that the project would make the rivers useful and was in line with the administration's policy. At the conclusion of each conversation he would say "and the President is for it". After he finished the calls he said to Breidenthal "I will see the President when he gets back", and that probably account- for his statement of the President's endorsement.

Secretary Ickes has a large force of Army men who are on special tours of duty on the P. W. A. work. It was surprising to see how effective Woodring was with these men.
G. E. Stanley

63

Walter F. Schulz, Memphis, Tennessee, July 24th, 1934.

[fol. 2861] Mr. G. E. Stanley, Exec. Assist. Union Pacific Railroad Co., 717 Railway Exchange Bldg., Kansas City, Missouri.

Dear Mr. Stanley:

Your letter of July 23rd, was received this morning, and it certainly acted as a revivor, for I had given up all hope that this project would be approved. You certainly have 'stuck to the guns' and without your guiding hand, this job, I am afraid, would never have gone over.

Congratulations! I hope there will be no hitch in this friendly test suit, which you mention in your letter.

I am also writing a letter to Mr. Skinner congratulating

him on this great victory for the City of Kansas City, Kan., and also for himself.

Kind personal regards, I wish to remain,

Yours very truly, (Signed) W. F. Schulz.

(Pencil figure) 64

Kansas City, Mo., August 2, 1934.

Mr. J. L. Haugh:

Commitment contract from PWA on city's application for grant and loan, has not been received. Mr. St. Lewis advises that he succeeded in having it assigned to one attorney and he is assisting him in the preparation and drafting [fol. 2862] of the agreement.

When the contract reaches here, it will be presented to the Board of City Commissioners for approval and an ordinance will be passed to authorize and direct the Mayor to execute it. At that stage it is the plan to have some taxpayer bring suit and raise points of law on which PWA desires clarification. The suit will be brought under the "delcaratory judgment act" and should be adjudicated within period of thirty days from date of filing suit. The city could not finance both sides of the litigation. It has been suggested that Lee Chadbron, abstractor be party plaintiff and be represented by Messrs. L. R. Gates and Pat Croker, attorneys. Printed briefs will be required in Supreme Court and it is estimated that attorneys' fees, costs of courts, etc., will approximate $500. If the money is advanced by us, it will be included as part of preliminary expenses and returned to us. I am familiar with legal points involved and personally think the court will act favorably and also conform to the written opinion of Messrs. Bowersock, Fizzell and Rhodes, municipal bond lawyers.

I have advised city officials that their suggestion would be referred to you. I dislike to spend so much money, but hope you will appreciate that without our help the matter would not have even been started.

Kansas City Southern has reasserted some franchise rights on Public Levee, which had been abandoned. Rock [fol. 2863] Island and Missouri Pacific people have been very soliticious about the improvement. I have explained

to them that Mr. Skinner has all details in hand and they should talk to him. The mayor and City Attorney have been generally commended for their work and I know of no opposition except some of the present elevator operators and Kansas City Southern. I think it is important for city to keep litigation in friendly hands; otherwise it may be prolonged beyond reach of PWA money.

If this improvement materializes, it will eventually develop substantial tonnage for Union Pacific.

G. E. Stanley.

(Pencil notation) 65

(Copy)

Omaha, August 3, 1934.

H. A. T.—Omaha.

D-71: I return herewith Form 137 covering expenses of Mr. G. E. Stanley for the month of July 1934. Mr. Stanley should be reimbursed by means of U.P.R.R.Co. audited voucher, the amount of which should be billed against the Kansas City Industrial Land Co. In making payment to U.P.R.R.Co. the Kansas City Industrial Land Co. should charge Suspense with $1,421.65 and credit $1,000 to the account charged with working fund made to Mr. Stanley under authority of my Q-223, July 21, 1934. Q-248.

G. E. B.

[fol. 2864] (Pencil figure) 66

(Copy)

Omaha, Aug. 4, 1934.

No. A 1093-E

Mr. J. L. Haugh:

Referring to your letter of July 10, 1934 regarding expenses incurred by Mr. G. E. Stanley in connection with PWA application of the City of Kansas City, Kansas, for grant and loan to construct improvements on the public levee at Kansas City, Kansas:

In addition to the expenses of $1,491.95 incurred in June and referred to in your letter, and expenses of $1,421.65 incurred in July, I find that Mr. Stanley incurred the fol-

lowing expenses during the month of May 1934 which appear to be due to this same project:

Pullman fares—two trips to Washington D. C. and return		$30.50
Hotel (first trip)	$36.61	
Hotel (second trip)	65.80	102.41
Meals on dining car and outside hotel (including Mayor McCombs and City Attorney)		174.00
Dinner for Kathryn O'Loughlin McCarthy, M. C., and guests		29.00
Luncheon K. C. Club 5/19/34 with City and PWA officials	18.07	
Luncheon K. C. Club 5/28/34 with City and PWA officials	15.45	33.52
Miscellaneous		26.10
Total		$395.53

Please advise whether these expenses should be assumed by Kansas City Industrial Land Co. and carried in Sus- [fol. 2865] pense until it is determined whether the Land Company is to receive refund of the amount expended in connection with the Kansas City, Kansas, levee project. Original signed G. E. Bissonnet, Per H. S. Walker.

67

(Copy)

Omaha, Nebraska, August 14, 1934.

Mr. G. E. Bissonnet:

Your letter August fourth regarding expenses incurred by Mr. G. E. Stanley in connection with P. W. A. application of the City of Kansas City, Kansas, for grant and loan to construct improvements on the public levee at Kansas City, Kansas.

All of the expenses set out in your letter relate to the City's application and will be paid out of the contingency fund set up in the application.

These expenses should be assumed by the Kansas City Industrial Land Company and carried in suspense until the

levee project is authorized and the money is available for reimbursement.

(Sgd.) J. L. Haugh.

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Mr. Walter F. Schulz, Shrine Building, Memphis, Tenn.

Dear Walter:

I just dispatched the following wire to you: "PWA announced approval and allocation funds subject to test suit." [fol. 2866] Last night the Kansas City Star received a dispatch from Washington advising that Public Works Administration announced final approval and allocation of funds for public levee project, subject to legality test.

Roy St. Lewis, attorney, also advised that the commitment contract between the city and P. W. A. has been prepared and approved by Engineering and Finance Divisions, but will not be delivered to him until it has been finally approved by the head of the Legal Department. He expect- to get the contract today and will then mail it to the city.

Our people at Omaha would like to build and own the railroad tracks for this elevator. I have not talked to the city officials about the matter because they will be entirely influenced by the attitude of the barge line. As soon as it is convenient for you to do so, I would greatly appreciate if you would come to Kansas City in order that some definite progress can be made on final plans. Personally, I think the litigation can be concluded by September 15th and if favorable, there is nothing to prevent the city from going ahead with the construction of the elevator and improvement of the public levee.

The city is proceeding with the establishment of the grade of Fairfax Road and expects to let contract about September 15th. It is very important that you get on the ground and see that grades and other details conform to your original ideas and I am also anxious to discuss the [fol. 2867] possibility of the Union Pacific exclusively serving the elevator.

I am sending this to you special delivery in the hope that you will see it Sunday. Mr. Haugh will be in Kansas City on Monday and Tuesday and if you would find it entirely convenient to be here either or these days we could together talk to him about the railroad end of this deal.

Very truly yours, G. E. Stanley.

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Kansas City, Mo., September 1, 1934.

Mr. J. L. Haugh:

Governor Landon of Kansas had directed the Attorney General to bring an act in the name of the State and in the nature of a Quo Warranto to test the city's right to enter into a P. W. A. contract. The pleadings have been drawn and submitted by it, the suit will be filed direct in the Supreme Court of Kansas.

The Attorney General's office has estimated it would take six weeks to brief the question, whereas some local attorney could get the brief up in a week's time. The city has already started work on its defense brief and we are hopeful of getting a Supreme Court decision during the present month.

You authorized the expenditure of not to exceed $500 on condition that the money would be paid back to us. Mr. Breidenthal and Mr. Skinner have recommended the employment of L. R. Gates and Pat Croker. The former is a [fol. 2868] Republican and the latter a Democrat. Mr. Gates is referee in bankruptcy in Kansas City, Kansas and represents a distinct political faction. Pat Croker is a young attorney formerly employed in the Legal Department of Armour & Company and also represents a distinct political faction. They are both reputable attorneys. I may be able to hold the expenses under $500 and will of course try to do so. If agreeable to you, please have the draft made in my name and I will account for same by proper receipts.

G. E. Stanley.

(Copy)

70

Omaha—Sept. 5, 1934.

Mr. G. E. Bissonnet:

Kindly let me have Kansas City Industrial Land Company voucher for $500 in favor of Mr. G. E. Stanley to cover advances in connection with securing construction of a grain elevator by the City on the public levee in the Fairfax District. Mr. Stanley will keep a record of the expenditures under this advance and we will recollect the amounts later on from the City.

(Sgd.) J. L. Haugh.

(Copy)

71

Omaha, Nebraska, January 14, 1935.

Mr. G. E. Bissonnet:

Referring to our previous correspondence concerning working fund advances to Mr. G. E. Stanley in connection with preliminary work and negotiations with the P. W. A. leading to construction of a grain elevator by the City on [fol. 2869] the public levee in the Fairfax District at Kansas City, Kansas:

I am enclosing *to* herewith memorandum statement from Mr. Stanley showing disbursements amounting to $500 to attorneys working on behalf of the City in connection with this matter, and also three receipts totaling $450.

These expenses are being assumed by the Kansas City Industrial Land Company and carried in suspense until the elevator project is authorized and the money is available for reimbursing the Land Company.

(Sgd.) J. L. Haugh.

72

Kansas City, Mo., February 14, 1935.

Mr. J. L. Haugh:

I have not made the trip to Washington, D. C., on account of advice from there that it would be advisable to await disposition on pending bill to appropriate 4 billion 880 million dollars and decision as to who will administer the money.

The P. W. A. has an unexpended balance of about 100 million dollars but are not making any new allocations.

Mr. Breidenthal and J. D. Donovan, Manager of the Water and Light Plant, are now in Washington and will address some attention to the elevator matter while there. My next trip to Washington will depend somewhat on the information they gather. I know there is some way to work [fol. 2870] this deal out and we will not let any opportunity pass by.

I will advise you further after the return of the gentlemen referred to.

G. E. Stanley.

Kansas City, Mo., February 25, 1935.

Mr. J. L. Haugh:
Mr. F. W. Robinson:

Continuing correspondence regarding proposed grain elevator and development of public levee, Kansas City, Kansas.

Mayor McCombs has decided to submit a bond issue of $250,000 to the voters at regular city election to be held on April 2, 1935. The statute requires the Mayor to issue an election proclamation at least thirty days before date of election and he expects the proclamation to be authorized at regular meeting of Board of City Commissioners next Thursday, February 28th. Under the arrangements now being perfected, P. W. A. will furnish by thirty per cent grant and revenue bond issue $1,506,000, which with $250,000, if authorized by a majority of voters voting at proposed election, would provide a grand total of $1,756,000. The money would be used to build grain elevator with storage capacity of 3,150,000 bushels and to raise about 100 acres of land. The head house would be of sufficient size to double initial storage capacity.

[fol. 2871] Hart, Bartlett and Sturtevant Grain Company will lease the elevator and it would not be municipal operation. Mr. H. F. Hall, who is rated as the wealthiest man in Kansas City is Chairman of the Board of the proposed lessee.

As estimated in letter to you dated February 21st, P. W. A. will attach two conditions, namely:

1. That Kansas City, Kansas contribute $250,000 by bond issue.

2. That the elevator tracks to be built and owned by city and trackage rights on balance of levee, would produce an assured income of $10,000 per annum.

Mayor McCombs stated that we would not be required to definitely agree on such a big order before the meeting next Thursday, but if there was no prospect of our agreeing to same, he would like to know before that time. It is probable that if we discouraged the suggestion, he would not submit the issue to the voters. We have explained to the Mayor that the proposition would probably be submitted to our Executive Committee and that the management may

not wish to submit the question unless the bonds carry. The contract with the city would necessarily be approved by P. W. A. and the many details of such an agreement should be fully understood before it is submitted to the Executive Committee.

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If agreeable to you, we would prefer to advise Mayor [fol. 2872] McCombs that he should follow his own judgment as to the merits of the proposed improvements and ask him to give us preference if the bonds carry and we will then try to work out a satisfactory agreement with both the City and P. W. A. The Mayor is very dependable and is a very good friend of the Union Pacific.

Mayor McCombs has reduced the bonded debt of the city over $4,000,000 in past eight years. Althought the primary election is set for March 25th he has no opposition to date. However, if he sponsors the proposed bond issue it will probably finance some opposition from the same sources that resisted the elevator case in the Supreme Court of Kansas and defeated the City's former efforts. We think the proposed bond issue has a good chance to carry.

As estimate of car load movements in and out of proposed elevator was contained in letter to you dated September 20th, copy of which is attached for your ready reference. On basis of $1.00 per car load in and out, the use of tracks would be worth $7,448 per annum according to that estimate, but the cost of maintaining tracks should be deducted and the suggestion for a flat rental of $10,000 makes no provision for maintenance. It is our judgment that if the elevator tracks are worth $7,448 per annum, the trackage rights on balance of levee which will be elevated and improved should be worth $2,502 per year. The city would not own any railroad tracks other than the ones serving the elevator and we would only be required to build [fol. 2873] additional tracks as the levee property developed.

The levee if developed, would be first class industrial property. The viaduct extending from 3rd & Minnesota will be constructed if the money is made available by Congress. The proposed new road is not contingent on elevator or viaduct, but has not been advertised for bids because P. W. A. has not approved Harrington & Cortelyou plans for bridge across Jersey Creek.

Secretary Dern had a representative to see Mayor McCombs last Saturday and of course the barge line, which expects to start operation about April 1st, is pressing the plan. It is not unlikely that some railroads might oppose the bond issue and that is one of the reasons why we recommend that no agreement be made with the City in advance of the bond election.

G. E. Stanley

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Kansas City, Mo., March 12, 1935,

Mr. J. L. Haugh:

Regarding public levee and elevator bond issue about which you talked to me over the telephone yesterday:

There are ~~six~~ highly successful elevator operators in Kansas. In order of their importance, I list the following: [fol. 2874] Davis Noland Merrill Grain Company, Santa Fe elevator; Simonds-Shields-Lonsdale Grain Company, Rock Island and Milwaukee elevators; Allmann Grain Company, Katy and Wabash elevators; Norris Grain Company, Kansas City Southern elevator; Wolcott and Lincoln Inc., Alton elevator; Lathrop-Marshall Grain Company, Frisco elevator.

The other elevators are operated by the National Grain Corporation and Continental Export Company, the latter being a French export concern.

The grain elevator storage capacity including flour mills is about 60,000 bushels of which about 40,000,000 bushels are rated as regular elevators. Minneapolis has 90,000,000 bushels storage capacity and the neighboring cities of Duluth and Superior have about 30,000,000 bushels. During the harvesting season of 1933 approximately 2,000 class C box cars were leased by various railroads to store wheat for lack of elevator capacity. The storage facilities at the present time are adequate and the future need for additional storage depends upon crop conditions, government curtailment of crop production and other matters which no one can foresee. The proposed elevator would have capacity of 3,150,000 and would only amount to a 5 per cent increase. During the year 1930 the elevator capacity at Kansas City was increased about 10,000,000.

None of the firms mentioned above have complained to [fol. 2875] me or any of our local people about the proposed

elevator in Kansas City, Kansas. I have been informed, however, by Mr. Hart that Mr. Frank Theis, former head of the wheat section of the AAA is doing everything possible to create opposition to the bond issue. He is financially interested in the Simonds-Shields Lonsdale Grain Company and it is very natural that he would not want any further competition. Mr. Theis is the man that filed an unfavorable recommendation on this project with P. W. A. and the city officials and myself talked to him at Washington. He admitted that he was prejudiced but we brought out senatorial pressure and had Secretary Wallace personally renounce the statement filed by Mr. Theis with the P. W. A. and definitely state that the Department of Agriculture was not opposed to the improvement. Mr. Theis had previously reported to the Board of Trade at Kansas City that he had killed the city's application and the grain men on the firm there chide him about the recent developments.

The firm of Hart-Bartlett & Sturtevant are still very

much interested in leasing this elevator. Mr. Herbert F. Hall, Chairman of the board is rated as the wealthiest man in Kansas City and he ought to know whether or not it is a good business proposition.

Mayor McCombs' opponent is strongly supported by Fred Robertson and C. K. Trickett, both of whom are cor- [fol. 2876] poration ba-ters. I mean by that they are constantly fearing with alarm things which they can straighten out if they are paid for it and a lot of business men are fools enough to pay them fees. I am confidentially advised that they are trying to raise money to oppose the bond issue among the elevator operators. I have also been advised that their efforts to raise money through the packers has failed. The packers appreciate that Mayor McCombs has given the city an economic administration, has reduced the public debt over $4,000,000 and has cut the tax rate in the face of a 35 per cent deduction in the assessed valuation.

Confidentially, Mr. Hart advised me today that the elevator operators had been wiating the return of Mr. Geo. L. Davis from Washington, D. C. before deciding on whether or not to contribute a campaign fund in opposition to the bonds. Mr. Hart made a deal with Mr. Davis to take his firm in on the proposed lease with Kansas City, Kansas

and Davis has turned thumbs down on the suggestion of financing the opposition. Any one of these elevator operators would be for this elevator if they thought they had a chance to lease it but Sol Hart resides in Kansas City, Kansas, was formerly a State Senator and is rated as politically smart. Therefore it is taken as a foregoing conclusion that if the elevator is built Mr. Hart's firm would have the best chance to secure the lease.

[fol. 2877] According to the best advice that I am able to get, Mayor McCombs will beat his opponent about five to one. The primary will be held March 25th and the bonds will be voted on April 2nd. The election of the Mayor will be substantially settled in the primary election and I think that the popularity of Mayor McCombs will carry the bond issue.

I understand that there is some street talk to the effect that this is a Union Pacific elevator and frankly, my name has been frequently mentioned in connection with what they call a scheme. I regret this very much but believe it would be a mistake to try to resent the remarks and intend to stay out of any public discussion.

Before this was submitted I discussed the matter with Mr. Guild and also Mr. Nance and both agreed that it was in the interest of our railroad and I am personally willing to stand the brunt of the matter if it is unobjectionable to you.

This bond issue means more to us than a grain elevator. It means the development of 111 acres of the best located

industrial property which, if improved, could be advantageously served by the Union Pacific. The plans for the elevator call for three hundred sixty five thousand lineal feet of piling and the engineer has already promised me that he would qualify lodgepole piling for the job. The movement of the material for the job would in itself be a [fol. 2878] big item of business and I am unable to see any mistake that we have made in furthering this matter to date. However, I do not want to do anything that would be embarrassing to the Union Pacific and want to keep you fully advised about the political discussions.

I am advised that our own employees are alert to the fact that this would not hurt the Union Pacific and there is

general accord among them to support the bond issue. Most of our local employees live in Kansas City, Kansas.

G. E. Stanley

(Copy)

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Omaha—March 26, 1935.

Mr. G. E. Bissonnet:

Will you please let me have a working fund voucher for $2,000 in favor of Mr. G. E. Stanley. This money will be used in connection with the grain elevator project at Kansas City and Mr. Stanley will account for it as he has done in similar cases previously.

(Sgd) J. L. Haugh

(Copy)

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Omaha—April 4, 1935.

Mr. G. E. Bissonnet:

Referring to advance of $2,000 made by the Kansas City [fol. 2879] Industrial Land Company to Mr. G. E. Stanley on March 26th in connection with the elevator project on the public levee at Kansas City, Kansas:

Attached is statement received from Mr. Stanley showing distribution of this amount. The advance should be carried in suspense as the Land Company is to be reimbursed later from money received from the P. W. A.

(Sgd) J. L. Haugh

(Copy)

80

Omaha—April 8, 1935.

Mr. G. E. Bissonnet:

Continuing my letter April 4th regarding advance of $2,000 to G. E. Stanley on March 26th in connection with the elevator project on the public levee at Kansas City, Kansas:

Will you kindly prepare and let me have today voucher for an additional $2,000 advance to Mr. Stanley in connection with this same matter. These advances will be refunded to us later on.

(Sgd) J. L. Haugh

(Copy)

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Omaha—April 23, 1935.

Mr. G. E. Bissonnet:

Continuing my letter April 8th regarding further ad- [fol. 2880] vance of $2,000 to Mr. G. E. Stanley in connection with the elevator project on the public levee at Kansas City, Kansas:

Please let me have further voucher for $868.93 in Mr. Stanley's favor in connection with this same project. These advances will be refunded to us later on.

(Sgd) J. L. Haugh

(Copy)

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Omaha—May 13, 1935.

Mr. G. E. Bissonnet:

Referring to my letter May second:

Will you please let me have additional voucher for $750 in favor of G. E. Stanley to cover advance by the Kansas City Industrial Land Company in connection with the elevator project on the public levee at Kansas City, Kansas.

Pencil line through ~~(Sgd)~~ J. L. Haugh

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Western Union Telegram

1935 Jun 12 PM 10 30.

WA379 32 NL-R Washington DC 12

Guy E Stanely
Ry Ex Bldg Kansas City Mo

Encouraged by report today and believe making real progress Procedure seems more settled now Roy advises us to remain yet a few days and keep showing interest Will need more expense money.

Alton H Skinner

[fol. 2881] June 14, 1935.

Mr. A. H. Skinner, Raleigh Hotel, Washington, D. C.

Dear Alton:

I just received your letter and don't want you to feel that I do not appreciate what you and the Mayor have done, also the fact that both of you are just getting yourself into a lot of hard work and personal sacrifice. I was just telling you my situation and you know that everyone has his own difficulties.

I attach hereto check in blank. I sent you a wire today asking you what you wanted but in absence of reply am handling in this way. I am advancing the money personally and, of course, will get reimbursed.

There are just two or three things that might interest you and the Mayor:

1. I have heard a rumor to the effect that L. H. Holcomb will not be able to return to work. I know nothing about the truth of the story. The same rumor said that Geo. Darby wanted the job as it paid $6,000 per year and that on the return of you and the Mayor to Kansas City a proposal will be made to substitute Dr. F. F. Smith in Darby's stead. Please understand I know nothing about this other than the rumor mentioned and vouch in no way for the correctness of the story. I thought though if there was anything to the [fol. 2882] matter you would want to have some advance information and think it over a little on your way back.

2. A representative of the National Park Service is in Kansas City. I was appointed on a small committee to confer with him and learned that plan of the government is to provide 75 large parks and one of them is to be in Kansas. They specify that these parks must be close to large centers of population, be reasonable in price for first cost and provide the maximum possibility to use relief labor. The government has one man on the job taking options in Wyandotte County and specifies about 5000 acres. In other words they will probably buy up the Quindaro bluff country from the waterworks to the northwest portion of Wyandotte County and put in a park that will be a credit to the entire nation.

This and such matters as you have been working on will help make this a real community.

I will appreciate advice from you as to how things are developing there.

Very truly yours, G. E. Stanley.

(Copy)

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Omaha, Nebraska, June 17, 1935.

Mr. G. E. Bissonnet:

On May 13th You sent me voucher for $750 covering [fol. 2883] additional advance by the Kansas City Industrial Land Company to G. E. Stanley for use in connection with the elevator project on the public levee at Kansas City, Kansas. This advance was to take care of expense of a Washington trip made by Mr. Stanley and some influential men at Kansas City in behalf of the project.

Mr. Stanley has now submitted his expense account, which totals $1,072.15, or $322.15 more than was advanced to him for the trip. Will appreciate it if you will let me have voucher for this amount in Mr. Stanley's favor. It should be carried in suspense the same as former advances.

(Sgd) J. L. Haugh.

(Copy)

86

Omaha, July 10, 1935.

Mr. H. A. Toland:

Continuing my letter June 17th to Mr. Bissonnet concerning expenses being incurred by Mr. Stanley in connection with the elevator project on the public levee at Kansas City, Kansas: Attached is a further expense account for $105.40 which Mr. Stanley was obliged to incur in connection with this proposition. Will you kindly have this vouchered direct. The amount should be carried in suspense the same as former advances.

(Sgd) J. L. Haugh.

[fol. 2884] (Copy)

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Kansas City, Mo., August 3, 1935.

Mr. J. L. Haugh:

Attached hereto is copy of agreement submitted by P. W. A. to Kansas City, Kansas pertaining to improvement of Public Levee and the building of a grain terminal and for which $300,000 in bonds was authorized by a vote of the people. Project cost $1,756,000, divided P. W. A. $1,456,000, City $300,000.

The State Director of P. W. A. also submitted Bulletin No. 9, a part of which reads as follows:

"The new regulations provide that any time after acceptance by the applicant of an offer by the Government to aid in financing a P.W.A. project, the applicant may request an advance payment on account of the grant of not exceding 15 per cent of the previously approved estimated cost of the project. This advance grant may be used for paying architectural, engineering, planning and legal fees, cost of surveys, borings and other preliminary investigations, costs of preparation of plans, specifications and other forms of proposed contract documents, the cost of advertisements for bids for contracts and the printing of bonds. Such procedure will enable construction on an approved project to be started at the earliest possible date."

The Board of City Commissioners has informally approved the contract submitted and the execution of the same on the part of the City will be authorized at two meetings of the Board to be held Tuesday and Thursday of next week. Promptly thereafter the City will request an advance payment on account of the grant of not exceeding 15 per cent of the estimated cost of the project.

[fol. 2885] The City has been requested by P.W.A. to start work by September 1st if possible.

Your attention is called to Paragraph 27, Subdivision (h), page 10, requesting the City to submit for approval certified

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copies of all leases, contracts and franchises for the use of the facilities to be afforded by the project. This will re-

quire contract between the City and Union Pacific Railroad Company for use of elevator yard tracks to be constructed by the City. Also a contract for industrial lead tracks on the east side of Minnesota Avenue Extension. I will prepare and submit data to Mr. Bennewitz in order that he may draft necessary agreements for your further consideration.

(Sgd) G. E. Stanley.

CC J. A. Bennewitz

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(Copy)

Kansas City, Mo., September 5, 1935.

Mr. J. L. Haugh:

Yesterday afternoon Mayor McCombs received an executed copy of loan and grant agreement on Public Levee project and the City has requisitioned a part of the grant for the purpose of paying engineering and preliminary expenses. P.W.A. has required three things of the City.

[fol. 2886] 1. A rate ordinance fixing irrevocable rates for the use of the Public Levee and the facilities thereon. In other words, the City will fix the minimum price at which it will lease various tracts of land and also fix rates for the use of the railroad yard and service tracks to the elevator and also rates at which it will lease the grain elevator, etc. This ordinance has been prepared and submitted to P.W.A.

2. What is known as a providing ordinance for the issuance of $300,000 in general obligation bonds of the City to be sold and used as the construction requirement demands.

3. Providing ordinance for the issuance of about $1,000,000 of revenue bonds as defined by the special act of the Kansas Legislature, 1933.

The ordinances mentioned in two and three above, have likewise been prepared and submitted to P. W. A.

The City has also submitted form of contract between proposed elevator lessee and the City. The City Attorney is pressing me for form of contract between the City and

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Union Pacific, about which I wrote Mr. Bennewitz during your absence from the City.

The elevator site has been staked off and the City will soon ask the P. W. A. for consent to let the piling contract. I do not expect the P. W. A. to give consent until all the contracts and ordinances referred to above have been approved.

[fol. 2887] (Sgd) G. E. Stanley.

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(Copy)

Kansas City, Mo., October 25, 1935.

Mr. J. L. Haugh:

I regret exceedingly that P. W. A. has not yet authorized bids for foundation of elevator. The plans and specifications prepared by Hornet & Wyatt were "corrected" in minor details by Kansas P. W. A. Engineer Lawrence. They have been "corrected" and were sent back to Topeka today. Mr. Horner has arranged meeting with their engineers next Tuesday.

It is my present judgment that City will be authorized to take bids on foundation within ten days. I will give you further details Monday morning.

This is the last P. W. A. job I want anything to do with.

(Sgd) G. E. Stanley.

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(Copy)

November 7, 1935.

Mr. O. G. Bock, Nebraska Bridge Supply & Lbr. Co., Union State Bank Building, Omaha, Nebr.

Dear Sir:

Replying to your letter of November 6th, in which you inquire about proposed elevator at Kansas City.

[fol. 2888] P. W. A. has allocated to Kansas City, Kansas the sum of $1,456,000 and the City has voted bonds in the amount of $300,000, all of which will be used to improve its Public Levee near the mouth of the Kaw River and the construction thereon of a rail-river terminal grain elevator of about 3,000,000 bushel storage capacity. It is my understanding that P. W. A. and the City has tentatively fixed November 27th at 10 A. M. as the time to receive bids for the foundation. Plans for super-structure and machinery have not been fully completed. The piling job will require 4,864 sticks, none of which specify creosoting.

Horner & Wyatt, Board of Trade Building, Kansas City, Missouri and Walter F. Schulz, Shrine Building, Memphis, Tennessee, are Consulting Engineers for the City. C. E. Peterson is City Engineer. Mayor Don C. McCombs and Mr. A. H. Skinner, City Attorney, have been designated as the committee to handle the project for the City. James Stewart Company of Chicago, Sebastian Patti, Kansas City and Jones Hettelsater, Kansas City, are all elevator builders and I am informed that they are interested in bidding on this job. This first section of the work will be attractive to any one equipped for driving piling.

Our Industrial Engineer, Mr. H. N. Higgins, is familiar with this job. He reports to Mr. Mann on engineering mat-
[fol. 2889] ters.

Very truly yours, G. E. Stanley.

BCC—Mr. J. L. Haugh

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(Ink notation)

December 21, 1935.

Mr. Roy St. Lewis, 1266 National Press Bldg., Washington, D. C.

Dear Roy:

I attended a conference yesterday between the City Commissioners and P. W. A. representatives on a final check-up. They substantially approved plans that would yield an annual income of $72,792, leaving a shortage of $7208. I tentatively arranged by telephone for the Union Pacific to guarantee an annual gross revenue of $7,208 on the elevator tracks and yet preserve what the City demands and that is the right to charge us $1.00 per car even though that revenue will greatly exceed $7,208. As I look at the proposition it is entirely a harmless gesture on our part, because these tracks will more nearly average $20,000 over a period of years.

Mr. Skinner has advised the P. W. A. officials about the additional revenue and it looks like the deal is almost completed.

If you have some money to invest I would highly recommend the bonds which the City will issue. In fact, it is the most remarkable transaction that I have any knowledge

[fol. 2890] of and doubt if it would be possible for P. W. A. to get a better security.

Very truly yours, G. E. Stanley.

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December 31, 1935.

Mr. Roy St. Lewis, 1266 National Press Bldg., Washington, D. C.

Dear Roy:

Mayor McCombs is in Providence hospital, Kansas City, Kansas, where he underwent a minor operation last week. He is expected to fully recover in a short time.

Mr. Skinner has things in good shape on P.W.A. project No. 4820. He made a trip to Topeka yesterday where he filed the last commitments obtained, so the matter stands as follows:

Executed thirty year leases are in the hands of both City and P. W. A. as follows:

1. Hart-Bartlett-Sturtevant Grain Co., for elevator, average per annum	$52,500
2. Federal Barge Line	9,000
3. U. P. R. R.	7,208
4. Board of Public Utilities	5,200
5. Kaw Point Boat & Motor Co., (reduced from $5,145 to $2,400 per annum)	2,400
6. Hart-Bartlett-Sturtevant Grain Co., Parking space 12,000 square feet, between office and Minnesota Avenue	432
[fol. 2891] 7. Kaw Steel Construction Co. (old lease)	110
8. K. C. Box & Basket Co. (old lease)	50
9. T. E. Hughes	100
10. Tenative lease (based on correspondence only) U.P. and M.P. for tracks east of Minnesota Avenue	3,000
	$80,000

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Information applicable to the above numbered leases are correspondingly referred to as follows:

1. The elevator lessee decided to abandon the plan to lease in the name of the elevator corporation and the lease

is actually signed by the grain company. Messrs. Lawrence and Laing with P.W.A. at Topeka, personally interviewed the lessee and also talked to Mr. W. T. Kemper, Chairman of the Board, Commerce Trust Company and E. F. Swinney, Chairman of the Board, First National Bank, with which banks this company does business. The City doubtless has the very best grain firm at Kansas City. They could borrow up to $15,000,000.

2. The credit of the Federal Barge Line cannot be questioned.

3. Annual reports of the Union Pacific have been filed with P.W.A. and the City. This particular lease is applicable to the elevator railroad tracks and the City also preserves arrangement whereby it will get $1.00 per car for all carload switches in or out of this elevator. Messrs. [fol. 2892] Lawrence and Laing discussed this arrangement with me and brought up the question about the first suggestion to pay $4.00 per car instead of $1.00 per car, but it was pointed out to them that suggestion was based on road line hauls and the tracks would be more remunerative to the City at $1.00 per car on all cars moved, regardless of whether or not the Union Pacific obtained a line road haul. In other words, the agreement to pay $1.00 per car out of a very moderate charge for switching services and based on actual average movements in other elevators here over a period of years and adjusting the movements to the storage capacity of each elevator, this elevator with storage capacity of 3,150,000 bushels will actually produce an average revenue of $14,000 per annum. However, the City is of the opinion, and I think it is correct, that this elevator will do more than an average business because grain will move out of other elevators at Kansas City to reach the barge line through the proposed grain facility. I would not be surprised if the revenue to the City might more nearly average $20,000 or $25,000 per year.

I think our people were very decent about this arrangement and it is very difficult to work the same out to the satisfaction of both the City and P.W.A. Mr. Skinner tore three of our contracts to pieces and our legal department had to draw the fourth contract before we could satisfy him. [fol. 2893] so you can see it has been no bed of roses as far as we are concerned. Also after the project looked assured the Missouri Pacific which has fought this improvement all

along, wanted to handle the grain elevator tracks separately or if they could not get that they were willing to join with the Union Pacific. Just a few months ago the Missouri Pacific approached Hart-Bartlett-Sturtevant and tried to get them to lease an elevator owned by

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the Missouri Pacific and predicted at that time that the City elevator would not be built. The Missouri Pacific is in the hands of the Federal Court and it would have taken a long time to have worked out a deal with them even if the City had of been willing, but fortunately the City elected to do business with a good solvent railroad.

4. Board of Public Utilities has plenty of money and this lease will not be questioned.

5. Kaw Point Boat & Motor Company is made up of a father and two sons. It is a new business and their operating capital is very moderate, but the P.W.A. officials indicated that they would credit the City with $2,400 a year on a lease that if fulfilled would produce an average revenue of $5,145 per year over a period of 30 years. I did not disagree with P.W.A.'s action in regard to this lease, but do think that this firm has a good chance to succeed.

[fol. 2894] 6. Hart-Bartlett-Sturtevant rented a small track of land for parking space and agreed to pay $432 a year, or $12,960 in thirty years.

7. Kaw Steel Construction Company has a large plant erected on the northwest corner of the levee. This lease was made about twenty years ago and it has about fifty years to run. This company agreed to pay $110 a year and has one of the most valuable leases in the City, so it will be no question about the City getting $110 a year.

8. Kansas City Box & Basket Company has a lease in the name of a man by the name of Liggett, its owner, and agrees to pay $50 a year. This is also an old lease and of course the City will get the $50 a year because there is a plant worth $40,000 or $50,000 erected on the levee.

9. T. E. Hughes is a farmer and a small portion of this land north of Jersey Creek is suitable for farming every year, so the City rented it to Mr. Hughes to produce an annual income of $100.

10. On September 14, 1933, I entered into a memorandum agreement with W. F. Kirk, General Superintendent of the Missouri Pacific Railroad Company, whereby in substance it was agreed that the Missouri Pacific would dismiss an injunction against Minnesota Avenue road and the two railroads, the Union Pacific and Missouri Pacific agreed to jointly cooperate in the development of a public levee [fol. 2895] east of Minnesota Avenue. This memorandum of agreement was substantially approved by both managements, so we are bound by that agreement. The Executive General Agent of the Missouri Pacific, a man by the name of H. L. Traber, corresponded with the City and agreed to join the

Union Pacific in these tracks east of Minnesota Avenue and agreed to pay rent at the rate of 3.6 cents per square foot per year. However, to put this in acceptable shape with P.W.A. in so far as the Missouri Pacific is concerned, express authority would have to be obtained from Judge Farris of the U. S. Circuit Court at St. Louis and this would, of course, occasion some delay, therefore in order to get the matter in concrete shape, our President, Mr. C. R. Gray, wrote Mayor McCombs and Mr. Skinner a letter dated December 28th, in which it was stated that the Union Pacific Railroad Company would join the Missouri Pacific in the tracks east of Minnesota Avenue and pay an annual rent of $3,000 a year. The letter also stated that if the Missouri Pacific did not choose to join the Union Pacific in the tracks east of Minnesota Avenue, then the Union Pacific alone would lease the rights of way and assume the obligation to pay $3,000 per year. Mr. Skinner took this letter with him to Topeka yesterday and informs me that Mr. Littleton, Attorney for P.W.A., advised that the commit- [fol. 2896] ment was in satisfactory form.

I understand that all of these contracts have or will be forwarded to Washington and just as soon as the financial setup is approved, the City will pass providing ordinances for the issuance of the revenue bonds and $300,000 in general obligation bonds and the proceeds of these bonds will be deposited in the Federal Reserve Bank at Kansas City to be requisitioned by P.W.A. and the City for the purpose of completing the project.

I have tried to give you a complete story so you can see that the City really has commitments that will produce $2,400,000 in thirty years, or approximately $1,000,000 more than is necessary to pay the proposed revenue loan and interest thereon at the rate of 4 per cent.

With all good wishes and compliments of the Season, I am,

Very truly yours, G. E. Stanley.

CC Mr. A. H. Skinner.

P. S.:

I am attaching for your files a new perspective showing how the development will look when completed. It varies from the first perspective in that the grain gallery is extended to the Missouri river instead of the Kaw River. This change was made at the request of the Barge Line and also the U. S. Corps. of Engineers. G.E.S.

[fol. 2897] BCC Mr. Walter F. Schulz.

(Copy)

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Federal Emergency Administration of Public Works
State Director

202 New England Building, Topeka Kansas,

January 3, 1936.

In reply Please Refer to Docket No. 4820, Kansas City, Kansas Wharf and Dock.

Mr. Alton H. Skinner, City Attorney, Kansas City, Kansas.

Dear Mr. Skinner:

We have come to the conclusion that it will be satisfactory for you to proceed with the issuance of your revenue bonds, and upon their issuance submit to us a requisition for loan funds providing the requisition is accompanied by copies of finally executed leases, which leases should be substantially in the form of the tentative leases submitted to us for examination and which leases should be as follows:

1. Hart - Bartlett - Sturtevant Grain Company $40,000 annually the first five years, $50,000 annually the next ten years, $55,000 annually the next five years, $60,000 annually the last ten years, average $52,500

[fol. 2898] 2. Inland Waterways Corporation	9,000
3. Union Pacific Railroad Company and Missouri Pacific Railroad Company, jointly	3,000
4. Board of Public Utilities of the City of Kansas City, Kansas	5,200
5. Hart-Bartlett-Sturtevant Grain Company (parking area)	432
6. Kaw Steel Construction Company	110
7. Kansas City Basket & Box Company	50
8. Vita-Rich Incorporated	100
Total	$70,392

99

January 3, 1936.

Mr. Alton H. Skinner:

In addition to the above enumerated leases, we feel that it would be advisable and reasonable for all concerned for the Union Pacific Railroad Company, in its contract for exclusive use of the city owned tracks, to guarantee the city an annual income of not less than $10,000. Such a guarantee will bring the aggregate amount of annual rental from responsible lessees up to $80,000 as required by us.

Unless you should encounter some difficulty in having the $10,000 guarantee included in the contract with the Union Pacific Railroad Company, and it is not likely that you will meet resistance from the railroad company in this respect, you should be able to proceed with the issuance of your bonds, without interruption, and a requisition for loan funds submitted to us at an early date.

[fol. 2899] Very truly yours, (Signed) Herbert F. Laing, Chief Finance Examiner (Kansas).

HFL:M

(Copy)

100

January 15, 1936.

Dear Mr. Stanley:

Complying with my telephone assurance to Mr. Haugh at St. Louis today, I am enclosing original and duplicate of page 3 of the track contract with the City of Kansas City, Kansas, which you are authorized to substitute for the

same pages in the completed contract now in your possession.

The only difference, is in Section 6 the substitution of the minimum sum of $10,000 for $7208.

I sincerely hope that this now places the matter in shape where it is definitely disposed of so far as we are concerned. Please acknowledge receipt.

Yours very truly, (Signed) C. R. Gray.

Mr. Guy E. Stanley, Executive Assistant, Kansas City, Mo.

(Copy)

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January 16, 1936.

[fol. 2900] Mr. Herbert F. Laing, Finance Examiner, P.W.A., New England Bank Bldg., Topeka, Kansas.

Dear Mr. Laing;

Attached is self-explanatory copy of letter directed to the attention of Mr. B. W. Thoron, Director of Finance, P.W.A. Washington, D. C.

Also attached are: (1) Three sheets of new pages 5 and 6 of agreement previously executed by Hart-Bartlett-Sturtevant Grain Company, to meet the exact requirements of yourself and Mr. Thoron, together with letter by said Grain Company, directed to you and myself, authorizing the substitution of the attached pages. I have made the substitution of the copy of executed lease in my office, and will appreciate if you will return attached authorizing letter, and also make proper substitutions in the executed copies in your possession.

(2) One of the executed copies of the Union Pacific agreement was forwarded to you, and one copy is in my possession.

After our conference with you yesterday, we secured the assent of Mr. C. R. Gray by telephone, to change in the Union Pacific agreement required by you and Mr. Thoron, and Mr. G. E. Stanley, Executive Assistant for that Railroad Company, is today in receipt of two copies of page 3, and letter from Mr. Gray authorizing substitution. Mr. Stanley has shown me the original letter, and furnished a

[fol. 2901] copy so I have changed the page on my copy
He has transmitted Mr. Gray's letter to Mr. T. M. Lillard
General Attorney for the Union Pacific, at Topeka, reques
ing him to show you copy of Mr. Gray's letter, and delive
proper page for substitution, to meet the requirements o
yourself and Mr. Thoron.

You have previously been furnished with executed cop
of lease to Kaw Point Boat and Motor Company, a copar
nership, and which Mr. Thoron agreed would be accepte
to pay the moderate expense of maintenance about whic
we also conferred at St. Louis.

It will be greatly appreciated if you will promptly verif
the changes requested, and forward the corrected docu
ments to Mr. Thoron by air mail and special delivery, fo
his concluding approval.

Very truly yours, (Signed) Alton H. Skinner, Cit
Attorney.

AHS—d.

(Copy)

102

City of Kansas City, Kansas

February 1, 1936.

Hon. C. R. Gray, President, Union Pacific Railroad Co.
1416 Dodge St., Omaha.

In re: Your letter of December 28, 1935, addressed to Hon
Don C. McCombs, Mayor, and Mr. A. H. Skinner, Com
mittee representing the Kansas City, Kansas Board o
Commissioners on PWA Project No. 4820.

[fol. 2902] Dear Sir:

By motion duly passed by the Board of Commissioner
of Kansas City, Kansas, the Board of Commissioners ha
accepted the proposition contained in the above-mentione
letter.

We have been advised also, that the Finance Division an
the Legal Division of the Public Works Administration o
the United States of America have likewise approved thi
proposition as a valid supporting lease for said Projec
No. 4820.

The City Attorney's office has been extremely busy and has not yet had time to phrase and submit to you and the Missouri Pacific, a suggested form of the agreement mentioned in said proposition.

My idea is that this should be, first, a lease of the particular ground generally defined in your letter by reference to the map attached to the same; second, that there should be an agreement to extend said service tracks to the north line of the levee property along the reserved right of way for such service tracks, set forth in the lease to the Inland Waterways Corporation, and to the Board of Public Utilities. The language that is used in the Inland Waterways Corporation lease for such reserved right of way for the service tracks is as follows:

"Except a strip of land 17 feet in width extending northerly across said tract, reserved as a right of way for a [fol. 2903] service railroad track to be built across said tract as and when needed to service industries which may be located in the above-described tract, or for use in connection with terminal facilities for rail to river and river to rail transportation, which said right of way shall be located as hereafter agreed.

The language as to the final location of this service track should possibly be supplemented by the addition of these words:

"at the time that such additional service track is found and determined to be necessary" or words to that effect.

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With reference to the participation of the Missouri Pacific in these service tracks south and east of the Minnesota Avenue Extension, the language used in the clause permitting the Missouri Pacific to participate in such tracks, in my judgment should be in substantially the same language as is found in a memorandum agreement between the two roads, dated September 14, 1933, and commonly referred to by myself and others as the Kirk-Stanley Agreement.

The period of time to be covered by this lease is thirty years; the payments are to be made on the basis of $3000 a year, payable in monthly installments. It is agreeable that these installments be made upon the basis of the 20th, or thereabout, of the month. The amount of ground for which payments are to be made, and on which tracks are to be

[fol. 2904] constructed as soon as the ground is ready, is 83,334 sq. ft., and when extensions are made, the additional ground utilized is to be paid for at an annual rental of 3.6¢ per sq. ft., per annum.

I would appreciate your ideas upon the form of this agreement.

Very truly yours, (Signed) Alton H. Skinner, City Attorney.

(Copy)

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MA 463-1

Omaha, Nebr., June 9, 1936.

Mr. J. L. Haugh:

Your letter June 3rd enclosing Mr. Stanley's letter to you of June 2nd with itemized expense account totaling $1,065.99, in connection with his work to secure the Federal appropriation for developing the public levee at Kansas City, Kansas, including construction of the large grain elevator.

Voucher has been issued in favor of Mr. Stanley for the amount of the expense account.

As requested in the second paragraph of your letter, I enclose herewith, in duplicate, an up-to-date statement of the advances made by The Kansas City Industrial Land Company, for use of Mr. Stanley in recollecting the amount [fol. 2905] thereof from the City of Kansas City. This statement includes the itemized total in our previous statement dated

July 30, 1935	$9,968.26
and the amount of the voucher above referred to	1,065.99
Total	$11,034.25

In the detailed statement which accompanied Mr. Stanley's expense account amounting to $1,065.99, there appears to be an error in the footing of the items for telephone calls in March 1934, $6.20—should be $6.30. As the amount $6.20 was included in the voucher issued to Mr. Stanley, we have shown the items in the same manner on Sheet 5 of the com-

bined statement enclosed herewith, but you may wish to call the matter to Mr. Stanley's attention for subsequent adjustment.

(Sgd) H. A. Toland.

cc—General Auditor's File A 1093-E:

(Copy)

105

Subject: Expenditures incurred on Public Levee and Grain Elevator Project recollectible from City of Kansas City, Kansas, Project No. 4820

The Kansas City Industrial Land Company

A-215-F-60.

Omaha, Nebraska, July 9, 1937.

Mr. G. E. Stanley, Kansas City, Mo.:

Referring to your letter dated November 9, 1936, [fol. 2906] addressed to Mr. Haugh, which referred to my letter MA 463-1 of November 6, 1936, also addressed to Mr. Haugh, concerning amounts due from the City of Kansas City, Kansas, under P.W.A. Project No. 4820.

Will you kindly advise present status, and oblige,

(Stamped) Original Signed H. A. Toland, Per C. J. Merriam.

CC: Mr. J. L. Haugh
CC: Mr. J. K. Finlayson:
File MA 463-1

(Copy)

106

A-215-F-60

Kansas City, Mo., July 14, 1937.

Mr. H. A. Toland:

Answering your letter of July 9th, regarding account collectible against Kansas City, Kansas for expenses incurred on the Public Levee and Grain Elevator project No. 4820.

I have, on different occasions, verbally reported the situation to Mr. Haugh. The City has sufficient funds on hand

to pay all of its bills and fully complete the project. However, there has been a lot of controversy about attorney fees and I have purposely deferred our claim until that is cleared up.

I am in touch with Mayor McCombs about the matter and [fol. 2907] will push the claim at time that will be satisfactory to him.

(Signed) G. E. Stanley.

CC—Mr. J. L. Haugh

(Copy)

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A-215-F-60

Kansas City, Missouri, October 6, 1937.

Mr. H. A. Toland:

Please pardon my delay in answering your letter of September 16th, regarding account collectible against City of Kansas City, Kansas for expenses incurred on the Public Levee P. W. A. project 4820.

P. W. A. has not approved any expenses on this project. Two sets of attorneys have brought suits and negotiations are now pending to settle all of these claims.

In the meantime the City has taken steps to further improve the public levee by the erection of a large wholesale produce terminal. This last venture is very interesting to the Union Pacific and the further sum of $3,000 has been advanced to me for necessary expenses connected with this new plan. It is reasonably certain that the new venture will be financed by a private banking firm. In that case P. W. A. will be entirely eliminated from the picture, except federal grant. Mr. Jeffers and Mr. Haugh are both familiar [fol. 2908] with the pending transaction and have instructed me to follow the matter.

I am leaving here tonight and will join Mr. Haugh at Chicago tomorrow, from which point I will accompany him to New York regarding this same project. I will review this account with Mr. Haugh and request him to advise you direct regarding the same. I think it would be inadvisable to press our account at this time but will be entirely governed by what Mr. Haugh directs.

(Signed) G. E. Stanley.

(Copy)

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Omaha, Nov. 9, 1937.

Mr. H. A. Toland:

Your letter November 5, file A-215-F-60, regarding account collectible against city of Kansas City, Kansas for expense incurred on the public levee, P. W. A. Project 4820:

That project covered the construction of a grain elevator and trackage, which has been completed. The accounts, however, are not yet completed. The P. W. A. have taken exception to legal fees and certain preliminary expenses other than ours, and so our claim has not been pressed or it would likewise be held up. It is still too early to press the claim. Am watching it, and have in mind that even if we should not secure the repayment on construction account, [fol. 2909] we can secure it on the trackage lease account.

(Signed) J. L. Haugh.

CC—Mr. G. E. Stanley

[fol. 2910] PLAINTIFF'S EXHIBIT No. 253

Bernice Jackson

March 15, 1940

Form A

This agreement, made and entered into this — day of ——, 1939, by and between the City of Kansas City, a municipal corporation of the State of Kansas, (hereinafter called "City"), party of the first part, and City Ice and Fuel Company, a corporation of the State of Ohio, (hereinafter called "Ice Company"), party of the second part,

Witnesseth:

Recitals:

The City has constructed on the Public Levee in the City of Kansas City, Kansas, a food and produce terminal (hereinafter called "Terminal") and in connection therewith

has negotiated, or hereafter will negotiate, leases with various produce dealers and others who will occupy part of the facilities in said Terminal and conduct their business therein. In comection with the negotiation of said leases, it has been determined by the City that certain losses will be suffered by some prospective tenants due to rental obligations on present places of business and losses due to abandonment of equipment and facilities now located in said places of business, and said prospective tenants, as a condition precedent to acceptance of said leases, have asked the City to pay a proportion of said losses. The City realizes that in order to operate the Terminal in the [fol. 2911] most economical manner and in order to secure the maximum amount of revenue from the facilities constituting said Terminal, full occupancy thereof is necessary, and the City, in the exercise of its best judgment, has determined that occupancy and use of the Terminal by said prospective tenants with whom the City has carried on negotiations and who require some adjustment of their losses incident to moving to the Terminal will be necessary to assure full occupancy of, maximum rental from and economical operation of the Terminal. The Ice Company has leased from the City the Cold Storage Plant in said Terminal under a lease made for a term of fifteen (15) years, effective on the date said Cold Storage Plant is reasonably ready and available for occupancy. The Ice Company, because of the nature of its business, desires to cooperate with the City to secure the fullest possible occupancy of the Terminal and is willing to advance sufficient funds to enable the City to pay the expenses which it deems necessary in making settlements with prospective tenants with whom the City has negotiated, on condition that the City will reimburse the Ice Company to the extent of funds advanced by it by way of credits on rentals as they accrue under the lease from the City to the Ice Company covering the Cold Storage Plant.

Agreement:

Now therefore, it is mutually agreed by and between the parties hereto as follows:

Section 1. The Ice Company agrees to execute and [fol. 2912] deliver to the Riverview State Bank of Kansas

City, Kansas, its promissory note in the sum of —— Dollars ($——), payable in (monthly inserted in pencil) monthly installments of Three Thousand Dollars ($3,000.00) beginning on the first day of January, 1941, and continuing thereafter until the full amount thereof has been paid, together with interest thereon at the rate of four percent (4%) per annum payable annually. Said note is to be given with the understanding and on the condition that the principal amount thereof will be paid by said Bank to such persons with whom the City has negotiated settlements of expenses which the City feels are reasonable expenses that the City should assume in connection with the establishment, maintenance and operation of the Terminal and which said persons shall move into and occupy facilities in the Terminal not later than the — day of ——, 1939. Such payments shall be in such amounts and on such conditions as the City may order, direct and approve.

Section 2. In consideration of the agreements of the Ice Company as hereinbefore stated, the City agrees that the Ice Company may pay to the Bank beginning with the — day of ——, 1940, the rentals under said lease which the Ice Company is obligated to pay to the City until the full amount of said note has been paid, together with interest thereon at the rate of four percent (4%) per annum, and such payments so made to the Bank and credited on [fol. 2913] said note shall be considered in all respects the same as though said rentals had been paid directly to the City in accordance with the terms of said lease.

When the full amount of said note has been paid in monthly installments as aforesaid, the Ice Company shall thereafter pay to the City the rentals accruing under said lease in accordance with the terms thereof.

Section 3. The City hereby assigns to the Riverview State Bank of Kansas City, Kansas, such portion, and such portion only, of the rentals accruing under said lease dated ——, beginning with the payment due on January 1, 1941, and continuing thereafter until the full amount of the note mentioned in Section 1 hereof has been paid in full, togeth-

er with interest thereon at the rate of four percent (4%) per annum.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate as of the day and year first above written.

City of Kansas City, By —— ——, Mayor.
Witness: —— ——.
Attest: —— ——, City Clerk [Seal].

City Ice and Fuel Company, By —— ——, President.
Witness: —— ——.
Attest: —— ——, Secretary [Seal].

[fol. 2914] Form B

This agreement, made and entered into this — day of —, 1939, by and between the City of Kansas City, a municipal corporation of the State of Kansas, (hereinafter called "City"), party of the first part, and City Ice and Fuel Company, a corporation of the State of Ohio, (hereinafter called "Ice Company"), party of the second part,

Witnesseth:

Recitals:

The City has constructed on the Public Levee in the City of Kansas City, Kansas, a food and produce terminal (hereinafter called "Terminal") and in connection therewith has negotiated, or hereafter will negotiate, leases with various produce dealers and others who will occupy part of the facilities in said Terminal and conduct their business therein. In connection with the negotiation of said leases, it has been determined by the City that certain losses will be suffered by some prospective tenants due to rental obligations on present places of business and losses due to abandonment of equipment and facilities now located in said places of business, and said prospective tenants, as a condition precedent to acceptance of said leases, have asked the City to pay a proportion of said losses. The City realizes that in order to operate the Terminal in the most economical manner and in order to secure the maximum amount of revenue from the facilities constituting said Terminal, full [fol. 2915] occupancy thereof is necessary, and the City, in the exercise of its best judgment, has determined that

occupancy and use of the Terminal by said prospective tenants with whom the City has carried on negotiations and who require some adjustment of their losses incident to moving to the Terminal will be necessary to assure full occupancy of, maximum rental from and economical operation of the Terminal. The Ice Company has leased from the City the Cold Storage Plant in said terminal under a lease made for a term of fifteen (15) years, effective on the date said Cold Storage Plant is reasonably ready and available for occupancy. The Ice Company, because of the nature of its business, desires to cooperate with the City to secure the fullest possible occupancy of the Terminal and is willing to pay to the City as advance rental under said lease covering the Cold Storage Plant a sufficient amount to enable the City to pay the expenses which it deems necessary in making settlements with prospective tenants with whom the City has negotiated.

Agreement:

Now therefore, it is mutually agreed by and between the parties hereto as follows:

Section 1. Promptly after the execution and delivery of this agreement the Ice Company agrees to pay to the City the sum of — Dollars ($—), being the amount of rental which the Ice Company is obligated to pay the City under [fol. 2916] said lease covering the Cold Storage Plant for the period beginning January 1, 1941, and ending—, 1943. Said advance rental shall be paid on condition that the City will expend the amount thereof in making settlements with prospective tenants in the new Terminal with whom the City has carried on negotiations for the expenses which the City feels are reasonable expenses that the City should assume in connection with the establishment, maintenance and operation of the Terminal and on the further condition that any persons with whom the City makes settlements will agree to move into and occupy facilities in the Terminal not later than the — day of —, 1939. Such payments shall be made to prospective tenants in such amounts and on such conditions as the City may order, direct and approve.

Section 2. The City agrees to accept the payment to be made by the Ice Company as provided in Section 1 hereof and promptly upon receipt of such payment to credit

the Ice Company with rental paid in advance for the per commencing January 1, 1941, and ending —, 1943.

Section 3. Nothing herein contained shall be constr as modifying to any extent the provisions of said lease fr the City to the Ice Company covering the Cold Stor Plant, by want of rental payments or otherwise, except herein specifically provided.

[fol. 2917] In witness whereof, the parties hereto h caused this agreement to be executed in duplicate as of day and year first above written.

City of Kansas City, By —— ——, Mayor.

Witness: —— ——.

Attest: —— ——, City Clerk [Seal].

City Ice and Fuel Company, By —— ——, President.

Witness: —— ——.

Attest: —— ——, Secretary [Seal].

(Here follows 1 photolithograph side folio 2918)

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3202A

PLAINTIFF'S EXHIBIT NO. 254

2918

PLAINTIFF'S EXHIBIT NO. 254 Date Entered MAR 1 5 1941

(THE *Morning* KANSAS CITY STAR)

The Kansas City Times.

VOL. 100. NO. 164. KANSAS CITY, JULY 10, 1937—SATURDAY—24 PAGES. PRICE: In Kansas City.....1 Cent

BIG MARKET PLAN

Manager Receives Proposals for Development in the North Side.

ER 8½ SQUARE BLOCKS

Facilities for Farmers and Wholesale Produce Dealers Are Included.

AILROAD TO LAY TRACKS

Outline Prepared by Civic Committee Is Still in Tentative Form.

ans for construction of Kansas s new city market, extensive fa- ies for wholesalers and farmers a large system of railroad tracks ading and storage purposes were with H. P. McElroy, city man- , late yesterday.

e plans were submitted by E. M. , a national authority on mar- anning, and Charles E. Johnston, ident of the Kansas City South- ailway. They were the result of than two years of study by com- ee appointed by the city man- .

Dodds submitted the plans for y's share of the market project. Johnston offered them for the ad track facilities. The plans prepared with a view to retain- present wholesale market facili- and switch tracks, and preserving ments in the district.

ating Space for Customers.

proposed development would d over an area of about eight one-half square blocks in the side. A new retail market e, facing east, would be erected n site of the present City hall market buildings between Main Walnut streets, Third to Fifth . It would be tapped by a dense- ne space for hundreds of retail ers would be provided.

n the retail market, a series of 3-story buildings for wholesal- and a series of three sheds for ers would be erected on ground ent block in width on the south d of Fourth street, extending from t to Locust street inclusive. r the plan, the city would re- n that ground.

e wholesale buildings would be ed by a switch track and loading k. The farmers' sheds would be ded ample roadway.

ans for 100 Freight Cars.

s of the wholesalers and farm- market buildings, the Kansas City ers would construct five truck- loading and storage purposes in a ht area from Locust to Char- street, between Fourth and h streets. Speed between the ks would be paved, to facilitate ing and unloading by truck- ers for 125 cars would be pro-

The Penny Ice Fund.

Received by The Star.

64—Executive clerk of St. Peter's Episcopal church.

50—Interested friends.

$1—A friend.

Received by The Star.....6 $2.00

Previously reported 2,560.10

$2,562.10

The Salvation Army Penny Ice fund committee will hold a dinner at the fresh air camp at 6 o'clock Monday night to plan the Penny Ice baseball game July 21. Members are Charles L. Scott, chairman; Frank C. Marquis, Frank C. Kenyon, Ray W. Miles, George M. Forsee, George R. Leonard, Dr. Burris A. Jenkins and Paul Patton.

WOMAN IS STRICKEN BY HEAT.

The Condition of Mrs. Sarah Laird Is Dangerous.

Mrs. Sarah Laird, 69 years old, collapsed at her home, 2420 Locust street, yesterday afternoon from heat exhaustion. She was taken to the General hospital in a city ambulance. Although her condition had improved last night, it remained dangerous.

BALL HURLED AT BLUM.

"Long Live De la Rocque" Written on Wrapper.

(By the Associated Press.)

PARIS, July 9.—An unidentified man threw a small gauze ball wrapped in paper at Leon Blum, French Socialist leader, as he stepped from a car on a Paris street today. The object failed to strike him. The words, "Long live De la Rocque" were written on the paper. Col. Francois de la Rocque is head of the rightist French Social party.

A WIFE ABSENT 28 YEARS.

Divorce Obtained by Husband Deserted After Two Weeks.

After twenty-two years' separation, William E. Black, 47 years old, 3420 Charlotte street, a meat salesman, obtained a divorce yesterday from Sue Armintia Black.

The petition, filed in Independence, stated the couple was married in 1915 in Seattle, Wash., and that after two weeks Mrs. Black went to Philadelphia and did not return. Mr. Black stated to the court that his wife was about twenty years his senior.

A SECOND JIMMY WALKER.

Former Mayor of New York Adopts a Boy, 8 Weeks Old.

CHICAGO, July 9.—Another Jimmy Walker made his debut today.

He is an 8-week-old boy adopted by James J. (Jimmy) Walker, former mayor of New York, and his wife, the former Betty Compton, actress, from the Cradle in Evanston.

The Walkers said the baby, their second adopted child, would be christened Jimmy Vein Walker II. He will be a companion for Mary Ann Walker, 17 months old, who was procured from the Evanston institution in April, 1936.

POLICEMAN SAVES A CHILD.

Infant Had Been Left in a Locked Motor Car.

(By The Star's Own Service.)

JOPLIN, Mo., July 9.—With the temperature at 102 degrees, Patrolman Ray Harmon, walking his beat in

VEIL OFF GOLF MYSTERY

JOHN MONTAGUE, LEGENDARY FIGURE, IS HELD IN JAIL.

Fingerprints Show That Enigmatic West Coast Player Is Wanted for a Roadhouse Robbery in 1930.

(By the Associated Press.)

LOS ANGELES, July 9.—The cloak of mystery around John Montague, whose prodigious golfing feats have become legend, was lifted today in the Beverly Hills jail.

A fingerprint check showed that Montague, who had kept his background hidden and refused to exhibit his skill in tournaments, was Le Verne Moore, wanted on charges involving the robbery of a roadhouse at Jay, N. Y., in 1930.

"Yes," Montague told deputy sheriffs. "My name is Le Verne Moore and not John Montague. But I'm not saying anything about the robbery or about anything else until I've talked with a few people."

GLAD IT'S OVER.

Montague later told the deputy sheriffs that he was "glad it's over."

Montague has been described by many experts as one of the best players in the game. He always has

JOHN MONTAGUE, GOLF'S MAN OF MYSTERY AND PLAYER OF RUMORS, REPORTS WHEN FINGERPRINTS BROUGHT HIM TO LOS ANGELES TODAY. . . . He Turned Up in Los Angeles This Morning As La Verne Moore, Wanted on Charges of Participating in a Roadhouse Robbery in 1930.—(Wirephoto).

doggedly resisted all efforts of photographers. A few obtained pictures by ruses.

Pursued by sports writers, who found material to add to the legend, he met them with rebuffs when they attempted to pry into his private life. His means of livelihood were a mystery, but he would disappear at intervals and reports were circulated that he had gone into the desert where he owned a gold mine. He apparently

THE WEATHER—SOMEWHAT UNSETTLED.

Kansas City and Vicinity: Partly cloudy and somewhat unsettled today; not much change in temperature.

The thermometer readings yesterday:

1 p. m.	92	6 p. m.	88
2 p. m.	93	7 p. m.	85
3 p. m.	94	10 p. m.	87
4 p. m.	94	11 p. m.	86
5 p. m.	88	12 midnight	84
6 p. m.	83	1 a. m.	83
7 p. m.	87	2 a. m.	81

A year ago yesterday, high 101, low 69.

Precipitation in 12 hours ending 6:30 p. m., trace.

Highest wind velocity yesterday, 18 miles; southwest.

River stage 7 a. m. yesterday, 11.3 feet; fall of .4 foot.

6:30 a.m. Noon. 6:30 p.m.

Relative humidity, pct. . 77 44 56

THE ALMANAC.

Sun rises...5:01 a. m. Sun sets....7:46 p. m.
Moon rises..7:36 a. m. Moon sets...9:30 p. m.
Moon phase—First quarter July 13.
Morning stars—Jupiter, Mars, Saturn, Venus.
Evenings stars—Mercury, Neptune, Uranus.

(Detailed government observations, forecasts and weather map on page 16.)

VOTE RETURN TO WARD'S

ASSURANCE AGAINST DISCRIMINATION IS DEMANDED BY C. I. O.

The 300 at Mass Meeting Also Take a Stand Against Dismissal of Charges Against the Plant Union.

Members of the United Mail Order and Retail Clerks of America, the C. I. O. affiliate which called the strike at Montgomery Ward & Co., May 26, last night voted, conditionally to return to their jobs if the plant were reopened.

Of the approximately 300 union members who attended the meeting at Gladstone hall, St. John and Elmwood avenues, only ten voted against the back-to-work proposition. Acceptance of it had been urged by a succession of C. I. O. officials who had conferred earlier this week with E. F. McElroy, city manager, in an effort to bring about a reopening of the big mail order plant which employs 2,500 persons.

The officials, however, all vehemently advised the employees not to return to work unless the company would promise not to discriminate against them, and by no means to drop charges of unfair labor practices filed with the national labor relations board. The attitude of Montgomery Ward & Co. officials is understood to be that the plant will not be reopened unless the charges are dropped or unless George O. Pratt, regional director of the board, agrees to hold an election to determine the proper bargaining agency for the employees.

ASSURANCE IS NOT REQUIRED.

The refrain that ran through the remarks of most of the speakers was that the company would not accept the C. I. O. offer, but that the employees' action would serve to place responsibility for the continued shutdown of the plant on the company. Tuesday afternoon the hearing on C. I. O. charges that the Union of Ward Employees in the company dominated was completed, and James Paradise, trial examiner, will make a report within ten days.

Members of the Union of Ward Employees had been invited to attend last night's meeting by George McClure, [illegible] of the C. I. O. affiliate.

RIDES STORM IN GLIDER.

Thunderhead Carries Richard C. du Pont Twenty-one Miles.

(By the Associated Press.)

ELMIRA, N. Y., July 9.—Richard C. du Pont of Wilmington, Del., sent his soaring plane into a thunderhead today and rode the storm for twenty-one miles, the first time the feat has been completed successfully in the national soaring contests here. Storm soaring is regarded by pilots as the "thrill of thrills."

AMERICANS DIE IN BATTLE.

Three Killed, Forty Wounded in the Defense of Madrid.

(By the Associated Press.)

MADRID, July 9.—American volunteers wounded while fighting with Spanish government forces in the current drive against the insurgents outside Madrid reported tonight at least three of their number were killed in action.

The dead were listed as Jean Bronstein, David Walba and Ray Peters.

At least forty Americans wounded in the current heavy operations now are in a Madrid hospital. Most of them were wounded lightly, most of them suffering arm or leg injuries from machine gun and rifle bullets.

The hospital is located in a group of buildings taken over by the sanitary corps and the wounded are in beautifully decorated salons where beds have been installed.

THE UNKNOWN SOLDIER'S WIFE.

"Does She Live in Cincinnati?" Questioner Asks Librarian.

CINCINNATI, July 9.—The Cincinnati public library, accustomed to all sorts of questions, was stumped today.

Chalmers Hadley, librarian, said the question—submitted in all deriousness—was:

"Does the wife of the Unknown Soldier live in Cincinnati—and if so, what is her name?"

MAN STRUCK BY CAR DIES.

Accident in Rain Thursday Is Fatal to Joseph Schroll, 75.

DEATHS CAUSED BY MOTOR CARS IN KANSAS CITY, MO.

So far this year.....44
Same period last year.....58
Total last year.....78

STOP! LOOK! BE CAREFUL!

Struck by a motor car as he ran to catch a street car in the rain Thursday afternoon, Joseph Schroll, 75 years old, died of a skull fracture at 8:15 o'clock last night at St. Luke's hospital.

Mr. Schroll was injured at Sixty-seventh street terrace and Brookside boulevard. M. V. Merrick, 37 years old, driver of the motor car, told police at the Country Club station that Schroll ran across the street in front of his car, then stopped and started back. Merrick, who lives at 7001 Main street, was booked on a charge of careless driving.

Mr. Schroll lived at Eighty-ninth and Cherry streets.

STILL BOTHERED BY HEAT.

Returning to Consciousness, a Worker Remarks About Weather.

(By the Associated Press.)

CHICAGO, July 9.—Most bothered George Mann [illegible] a bit today as he worked in a North [illegible]

RESCUE HOPE DIM

The Chances of Finding Miss Earhart Alive Are Small, Naval Officials Agree.

NO LETUP IN PLANE SEARCH

Preliminary Survey by Vessels and Aircraft Probably Will Be Completed Today.

U. S. Fliers Have Difficulty Finding Some of the Possible Havens for Couple.

STILL HOLD TRUMP CARD

When Aircraft Carrier Reaches Howland Island, the Hunt Will Be Intensified.

(By the Associated Press.)

Honolulu, July 9.—Naval searchers virtually abandoned hope for the rescue of Amelia Earhart today, but their planes and ships continued to sweep the Phoenix island area—and they had one great trump card yet to play.

The hunt entered its second week with three planes catapulting again from the decks of the battleship Colorado for a survey of McKean island, one of the Phoenix group, deemed feasible for a "last resort" landing.

Officers aboard the Colorado expressed the belief that tomorrow would just about determine the success or failure of the preliminary search. They figured the catapult planes, the Colorado and two other ships would complete their survey then.

Chances Are Small.

Officially naval authorities reiterated hopes that Miss Earhart and her navigator, Frederick J. Noonan, would be found. But privately they conceded the chances were infinitesimal.

Remaining hopes centered mostly upon the powerful aircraft carrier Lexington, which refueled near Honolulu after a 2,850-mile run from San Diego, and sped toward Howland island carrying fighting planes.

The Lexington was expected to reach Howland, more than 1,500 miles away, Monday morning and immediately unleash its aircraft. Howland is the tiny Pacific island the fliers missed a week ago as they neared the climax of a world flight.

The Colorado [illegible]

Criticism of Navy's Search for Amelia.

(By the Associated Press.)

WASHINGTON, July 9.—The house rang today with criticism of the navy's search for Amelia Earhart.

Representative Scott, California Democrat, expressed belief it is about time someone in authority announces the navy will not be used to search for "publicity stunt" fliers in the future.

"Do you think if some poor fisherman, the father of a family, was lost out on the Pacific, the navy would be spending $200,000 a day to look for him?" interposed Representative Paddis, Pennsylvania Democrat.

Representative Collins, Mississippi Democrat, declared this country would have slight chance of winning a war if its air forces performed no better than the navy has done in hunting the flier.

"Miss Earhart was forced down in easy flying distance of Honolulu more than a week ago, he said, "and only three planes have reached the spot."

Although the navy contends it has planes with a cruising radius of 2,000 to 4,000 miles, Collins added, "we are told that airplane carriers must go to the area."

DR. J. A. REILLY WEDS

MARRIAGE OF MISS ERNESTINE COX WAS SECRET APRIL 30.

The Couple Who Met in the Athletic Director's Physical Education Class Is on a Colorado Honeymoon.

Dr. Joseph A. Reilly, for twenty-eight years director of athletics at the Kansas City Athletic club who last month resigned to go to the Kansas City club, is on a honeymoon in Colorado with his bride of two months, Miss Ernestine Grace Cox, 34 years old, Kansas City.

A secret wedding was performed April 30 in the rectory of St. Patrick's Catholic church at Chanute, Kas., by the Rev. John J. MacInerney, Dr. Reilly's friend of many years.

The bride, a daughter of Mrs. Ernest W. Cox, 3089 Grand avenue, became acquainted with Dr. Reilly when she joined the Kansas City Athletic club four years ago and was in his physical training class.

NO MENTION AT A DINNER.

The marriage was something Dr. Reilly forgot to tell "the boys" at a farewell dinner they gave him two weeks ago on the occasion of his leaving the Kansas City Athletic club.

Mrs. Cox said last night the couple planned to go to California and then to the Hawaiian Islands. They will be at home in Kansas City after September 1, at which time Dr. Reilly is to take up his duties as director of athletics at the Kansas City club.

Dr. Reilly, widely known as coach, referee and sponsor of sports tournaments, had a leading part in building the national basketball contests.

BEAT MAN TO DEATH

A Pedestrian Slain by Four Because He Shouted and Shook Fist at Driver.

HAD SPED CLOSE TO HIM

An Afternoon of Drinking Precedes Motor Car Ride Which Ends in Attack.

FLEE AND THEN 3 GIVE UP.

Two Say They Tried to Stop the Fight But Failed and Joined With Fists.

Four young motorists admitted to the police last night that they beat to death a pedestrian who shouted and shook his fist at them because they sped too close to him, making him jump to the curb.

The man, whose body was unidentified at the Quirk & Tobin funeral home last night, had been walking in Kersey Coates drive between Thirteenth and Fourteenth streets. He died from a broken neck.

The victim was about 45 years old, 5 feet, 6 inches tall, and weighed about 150 pounds. He wore a blue shirt with white stripes, brown trousers, heavy work shoes and a tattered gray felt hat.

The prisoners gave their names as:

PERIS RICH, 20 years old, 700 Washington street.

BILLY MCCOY, 18, of 809 West Thirteenth street.

GERALD HORAN, 20, of 610 West Twelfth street.

JOHN R. GAMM, 27, of 1657 Pennsylvania avenue.

A 14-year-old girl also in the car was questioned by police.

To Park for a Drink.

"We had being doing some drinking in the afternoon," McCoy said, "and a little after 7 o'clock we started to drive around. After a while we got thirsty and went to the Mulkey square spring for a drink of water. After drinking we returned to the car."

McCoy said Rich and Horan entered the rumble seat of the car, a cream-colored roadster. Gamm sat in the front seat with McCoy and the girl. They drove south on Kersey Coates drive.

"There was a man walking on the west side of the street," McCoy related, "I drove past him pretty fast and missed him by a couple of feet. He jumped to the curb and shook his fist at us. Then he shouted and cursed. That [illegible]

...The farmers' sheds would be ...ided ample roadway.

...Room for 196 Freight Cars.

...ld of the wholesalers' and farm... market buildings, the Kansas City ...thern would construct five tracks ...lading and storage purposes in a ...ck area from Locust to Char... street, between Fourth and ...h streets. Space between the ...ks would be paved, to facilitate ...ding and unloading by truck. ...ilities for 196 cars would be pro...

...th of the five loading tracks, ...railroad would construct three ...ks between Cherry and Charlotte ...ts, from Third to Fourth street, ...r storage purposes. The three ...ks would handle ninety-six cars. ...e loading and storage tracks ...ld be served by a circular spur ...k running from the Kansas City ...minal tracks at Second and Har... streets. An underpass would ...e constructed at Third street, west of ...n street, for the track.

Southern Would Spend Million.

...In submitting the plans, Mr. Johns... told the city manager his railroad ...s ready to put in the spur track ...d the loading and storage tracks. ...ost to the railroad for tracks and ...ad has been estimated at 1 million ...llars.

The city manager expressed his ap...roval.

"As to estimate as to the cost of the ...ity's share of the proposed improve...ent has been made," said the city ...anager. "However, the city is ...eady financially to do its part. Is...ance of $600,000 in bonds for a city ...arket is authorized under the 10-...ear plan.

"The plans are tentative, but they ...ppear to be very practical. The city ...ill have to study the plans thorough... before deciding definitely upon ...em.

Market Center Eighty Years.

"For more than eighty years, the ...ity has been the market cen..., as it always will be because of its ...ighway and railroad facilities. For ...me years the market has been over...rowded. The present plans will ...liminate congestion and provide ade...uate facilities for years to come. ...ese facilities have been designed ...r the purpose of reducing transpor...tion, handling and market costs, ...hich are reflected in prices to the ...onsumer."

Mr. Dodds submitted the plans in ...e name of the Bureau of Marketing ...nion. He has designed markets ...n many other cities. President of ...e United States Cold Storage com...any here, he was appointed chair...an of a committee of wholesale ...ilers and produce men named by ...e city manager to prepare plans for ...e new city market.

The project would necessitate the ...ing of numerous 2-story buildings ...d several 3-story buildings, all old.

ENOUGH, FIRST LADY FEELS.

Expresses Hope Roosevelt Will Not Seek a Third Term.

(By the Associated Press.)

HYDE PARK, N. Y., July 9.—Mrs. Franklin D. Roosevelt said tonight that she "hopes" her husband will not seek a third term as President of the United States.

She voiced her hope in a question-and-answer session which followed her address before the Franklin D. Roosevelt Home club of Hyde Park.

"I hope not," was Mrs. Roosevelt's emphatic reply when asked whether she believed the President would be a candidate for re-election.

...ticed James John Walker II. He will be a companion for Mary Ann Walker, 17 months old, who was procured from the Evanston institution in April, 1936.

POLICEMAN SAVES A CHILD.

Infant Had Been Left Inside a Locked Motor Car.

(By The Star's Own Service.)

JOPLIN, Mo., July 9.—With the temperature at 100 degrees, Patrolman Ray Harmon, walking his beat in downtown Joplin, noticed a 6-months-old infant in the back seat of a parked car with the windows tightly closed and the doors locked.

The infant was in the direct rays of the broiling sun and its body was blistering. The officer, himself a father, promptly broke the door lock and removed the child. It was fairly gasping, he said, and might have died in another thirty minutes. Heat inside the car, he said, was almost unbearable.

Harmon took the infant to police headquarters, where an hour and a half later its parents, middle aged tourists on the way from Chicago to Los Angeles, called for it. They found it asleep under an electric fan with the incensed officer keeping vigil.

"You broke our car door," protested the father.

"And I ought to break your head," the officer retorted. The couple explained they had left the infant in the car while they went to luncheon and took a stroll.

They took the child and left town.

A LITTLE UNSETTLED TODAY.

Partly Cloudy Weather Is Expected With a Shower a Possibility.

Partly cloudy and somewhat unsettled weather is forecast for today by Mr. Hamrick. Although not much change in temperature is expected, another thundershower may fall, cooling the city for a short time.

The shower yesterday afternoon gave only a trace of moisture at the airport. The fall was heavier in other parts of the city, but did no appreciable good in lowering the temperature. The temperature was 98 degrees at 4 o'clock, dropped to 88 at 5, then climbed back to 93 in the next hour. At 9 o'clock the temperature was 82.

Mr. Hamrick said Kansas City would escape extremely high temperatures as long as the high pressure area remained over the southeastern states and cool, moist air northward. The high pressure, combined with a low pressure area over North Dakota, would tend to produce cloudiness and showers spotted over the countryside, Mr. Hamrick said.

Kansas had some respite from the heat yesterday. Scattered rain fell in the eastern part of the state. Arkansas City, Kas., had .77 of an inch.

At Bethany, Mo., .37 of an inch fell yesterday. Springfield, Mo., recorded .18. A trace fell at St. Joseph. A hard rain fell last night at Moberly, aiding corn in that section.

Showers fell over parts of Oklahoma and in Southern Texas.

Pete Paint Satisfies can Incur Lev...
H.Lyle's the Leading Paint Agent.—Adv.

Lost Anything?
Phone an ad to HArrison 1200.—Adv.

...Wanted one Thousand Subscribers ... Rosemont 10-1000.—(Wiseghotes).

...strongly resisted all efforts of photographers. A few obtained pictures by ruses.

Pursued by sports writers, who found material to add to the legend, he met them with rebuffs when they attempted to pry into his private life. His means of livelihood were a mystery, but he would disappear at intervals and reports were circulated that he had gone into the desert where he owned a gold mine. He apparently was never lacking in funds, sometimes playing golf at $1,000 a hole.

A GOLF STUDENT.

It was said of Montague, who

(Continued on Second Page.)

...remarks of most of the speakers was ...that the company would not accept the C. I. O. offer, but that the employees' decision would serve to place responsibility for the continued shutdown of the plant on the company. Yesterday afternoon the hearing on C. I. O. charges that the Union of Ward Employees is company dominated was completed, and James Paradise, trial examiner, will make a report within ten days.

Members of the Union of Ward Employees had been invited to attend last night's meeting by George McClure, president of the C. I. O. affiliate, but none did so. Neither was Miss Margaret Rosebrough nor Miss Helen Levitt present. Those two young women, who Saturday started

(Continued on Third Page.)

...front of his car, then stopped and started back. Merrick, who lives at 7701 Main street, was booked on a charge of careless driving.

Mr. Schroll lived at Eighty-ninth and Cherry streets.

STILL BOTHERED BY HEAT.

Returning to Consciousness, a Worker Remarks About Weather.

(By the Associated Press.)

CHICAGO, July 9.—Heat bothered George Mann quite a bit today as he worked in a North Side boat yard.

Inadvertently he touched a live wire. He was made unconscious. A police rescue squad revived him.

Mann opened his eyes, glanced about and said:

"Boy...it's hot."

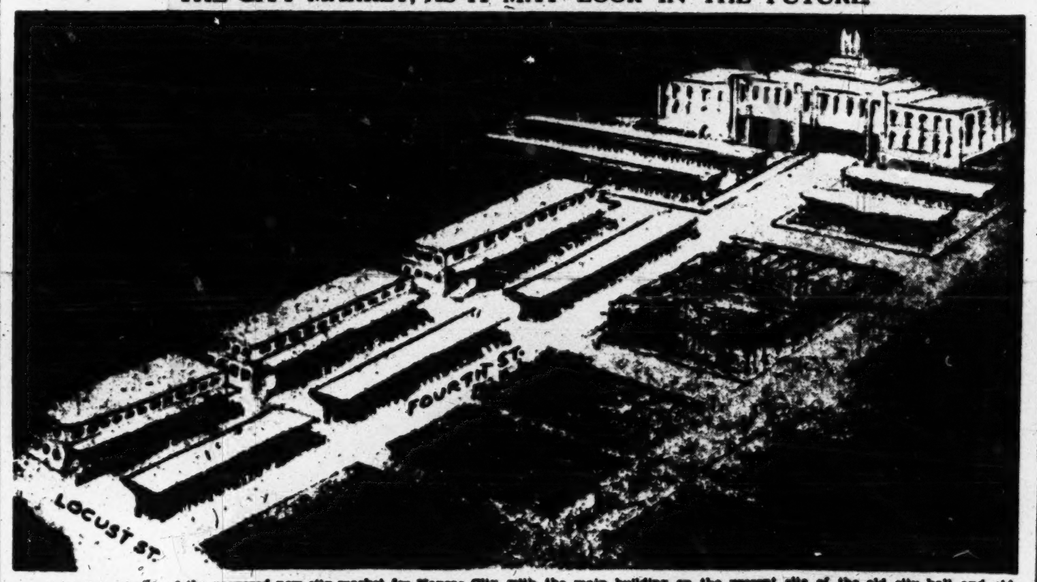
...Soaring hopes centered mostly upon the powerful aircraft carrier Lexington, which refueled near Honolulu after a 2,880-mile run from San Diego, and sped toward Howland island carrying fighting planes.

The Lexington was expected to reach Howland, more than 1,500 miles away, Monday morning and immediately unleash its aircraft. Howland is the tiny Pacific island the fliers missed a week ago as they neared the climax of a world flight.

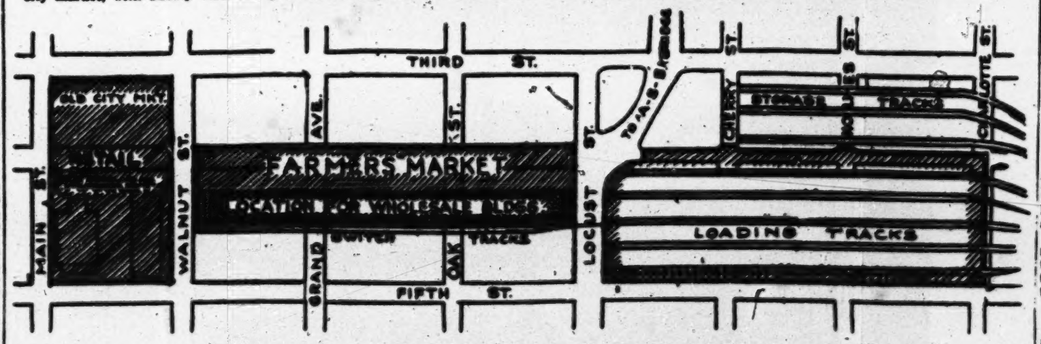
The Colorado reported 38,810 square miles of the Phoenix region had been searched but naval headquarters here estimated the catapult planes, the battleship, the coast guard cutter

(Continued on Second Page.)

THE CITY MARKET, AS IT MAY LOOK IN THE FUTURE.



An artist's sketch of the proposed new city market for Kansas City, with the main building on the present site of the old city hall and old city market, with 2-story wholesale produce buildings and farmers' market sheds next to Fourth street extending eastward.



The new retail city market and parking space would be provided in the 2-block area occupied now by the City hall and the old market, as shown at the left in the map. The city would purchase the half-block strip from Walnut to Locust street trafficway for the wholesale buildings and farmers' sheds. The Kansas City Southern railway would purchase ground east of Locust for five loading tracks and three storage tracks.

...farewell dinner they gave him two weeks ago on the occasion of his leaving the Kansas City Athletic club.

Mrs. Cox said last night the couple planned to go to California and then to the Hawaiian Islands. They will be at home in Kansas City after September 1, at which time Dr. Reilly is to take up his duties as director of athletics at the Kansas City club.

Dr. Reilly, widely known as coach, referee and sponsor of sports tournaments, had a leading part in building the national basketball contests.

AN ALL-AROUND ATHLETE.

Dr. Reilly was just out of college when he went to the Kansas City Athletic club as its physical director in 1909. He was graduated from the Georgetown university medical school. At Georgetown he served as captain of football and track teams and received a medal as the university's best all-around athlete. He is 55 years old.

Popularly known as "Sis" Cox, the bride has been active in sports at the club, particularly aerial darts.

Although Mrs. Cox did not learn of the marriage until June 6, she said the marriage was "kind of expected."

Mrs. Reilly came to Kansas City with her parents in 1929 from Des Moines, attended the University of Kansas a year and was graduated from the Kansas City Junior college.

SHOTS IN A DOWNTOWN CHASE.

Man Accused of Stealing Suit Is Captured by Police.

A police chase and capture of Harold Burns, 31-year-old ex-convict, accused of stealing a suit of clothes from the Kaybee store, 1211 Grand avenue, was witnessed by downtown crowds shortly after 6 o'clock last night.

After Raymond Rubin, 17-year-old clerk, had pursued the thief fruitlessly, he notified Fred M. Bridge, patrolman, at Eleventh street and Grand avenue. A moment later, Rubin saw the man in a doorway. The man ran south on Grand as the patrolman neared him.

Bridges fired two shots in the air. At Twelfth, the man ran east toward McGee and Bridges fired another shot in the air. Angelo DeNato, patrolman in a motor car, picked up Bridges and the two continued the chase. On McGee, near Thirteenth, Bridges and DeNato caught up with the thief and in a scuffle, DeNato broke his nose with a fist blow.

Burns said he had come to Kansas City three months ago, after his release from the federal penitentiary at Leavenworth, where he had served thirteen months on a narcotic charge. He denied stealing the suit. It was found in an alley between Grand and McGee.

WIFE NOW CAN SETTLE DOWN.

Married 11 Years, She Moved 37 Times—Judge Grants Divorce.

(By the Associated Press.)

OMAHA, Neb., July 9.—Mrs. Harry Leffert, testifying in her divorce suit told Judge Frank Dineen today she had the "movingest husband you ever saw."

"In the eleven years we've been married, we've moved thirty-seven times," she said. "I would no more than get the house cleaned and settled until he wanted to move again."

The divorce was granted.

PHONE WANT ADS FOR THE SUNDAY STAR EARLY TODAY. 6 p. m. is the closing time for proper classification of Want Ads for The Sunday Star. Phone your copy early to HArrison 1200.—Adv.

...the rumble seat of the car, a cream-colored roadster. Gamm sat in the front seat with McCoy and the girl. They drove south on Kersey Coates drive.

"There was a man walking on the west side of the street," McCoy related, "I drove past him pretty fast and missed him by a couple of feet. He jumped to the curb and shook his fist at us. Then he shouted and cursed. That cursing made Gamm mad."

Gamm Stops the Car.

McCoy said the car had moved about seventy-five feet past the man when Gamm leaned across the girl and pulled on the emergency brake. As the car skidded to a halt McCoy said, Gamm leaped out, followed by Rich.

"Gamm and Rich ran back to the man and began striking him with their fists," McCoy related. "Horan and I joined them in a few seconds. At first we tried to stop the fight, but then we gave that up and began swinging at the man."

The other men nodded agreement with McCoy's explanation.

Claude Hash, 24 years old, 1812 Mercier street, told police he was about 150 feet from the scene when he heard the motor car skid.

"I watched the youths run back and attack the man," Hash related. "For a minute or two I couldn't do anything but watch. Then when I saw the man knocked violently against a stone wall I yelled at them as loud as I could."

The men looked up and then ran to the car, jumped in and drove away."

Two More Witnesses.

Two others who saw the attack were Mart McCormick, 37 years old, and William Burch, 35, both of 914 Main street.

McCoy said he drove from the scene to Thirteenth and Summit streets where Gamm, Horan and Rich left the car. A few minutes later Gamm went home, Rich said. He continued:

"Horan and I went to 710 West Thirteenth street, where my brother, Ray Rich, lives in an apartment. We stayed there a while and then we heard police sirens. We went out to see what was going on. We walked in the direction of the sirens and came to the scene of the fight. There was a crowd of people standing around the man we had fought with.

"We looked at the man and saw that he was dead. That worried us so we went back to Ray's. When we got there, McCoy was there. We asked Ray what to do and he suggested that we call the police. We all argued about that for a while and then Ray telephoned the police."

Bert Perrine and James A. Price, patrolmen, responded to the call and arrested the three. Gamm was arrested at his home.

McCoy told police that after leaving his companion he and the girl drove to a garage at Thirteenth street and Pennsylvania avenue and left the car there. Then, he said, they went to a theater.

Worried, McCoy and the girl left the theater after thirty minutes. He left her and went to Ray Rich's apartment.

In giving his statement to the police, Rich was inclined to digress, in favor of several other colorful chapters in his life. He pointed out proudly that as a fighter he was second only to his brother Beebe Rich,

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[fol. 2919] PLAINTIFF'S EXHIBIT No. 255

Bernice Jackson

Mar. 15, 1940

Recommendation: That with respect to the application for grant on Kans. 1356, consideration be given to the substantial evidence that the project as proposed is economically unsound, and to the findings of Economist Crow that the proposed market is excessive in size as compared to the real needs of the community, and that Greater Kansas City will not support two produce markets, and that a split market will bankrupt one or both of such markets.

[fol. 2920] PLAINTIFF'S EXHIBIT No. 256

Withdrawn

See page 5737 of Transcript

[fol. 2921] PLAINTIFF'S EXHIBIT No. 257

Bernice Jackson

Mar. 15, 1940

Union Pacific Railroad Company, telegram W. M. Spawn, Chairman ICC, Washington DC, Cy H W Clark—New York (Pencilled date) Nov. 24, 1938.

Receipt is acknowledged of your wire November 23 referring to newspaper report with respect to Union Pacific purchase of bonds and expenditure for team track yards to serve new produce terminal Kansas City Kansas. Project in connection with which these bonds are to be issued is a development being conducted by the City of Kansas City Kansas and not by Union Pacific Railroad. No modern or adequate facility of character involved exists in either Kansas City Kansas or Kansas City Missouri. Project is clearly distinguishable from those referred to in 188 ICC page 323. I have asked J. L. Haugh and Dana T. Smith who are in

Washington and who are familiar with project to explain matter fully to you Saturday morning November 26. Please advise Mr. Haugh at Mayflower Hotel whether it will be convenient for you to see them at that time. W. M. Jeffers.

Western Union Telegram, MA 251 75 1 Extra Govt—SB Washington DC 23 349 P, W M Jeffers, President, Union Pacific Railroad, Omaha Nebr

Kansas City newspapers report Union Pacific about to purchase three million dollars bonds and further expend over half million dollars for side tracks and other improvements all for the promotion of new produce terminal Kansas [fol. 2922] City Kansas which would be directly in competition with the long established produce terminal Kansas City Missouri stop Please refer to duplication of produce terminals one eighty eight eyeseesee page three twenty three and furnish full report concerning proposed new produce terminal, Walter M. W. Splawn, Chairman Interstate Commerce Commission.

[fol. 2923] PLAINTIFF'S EXHIBIT No. 258

State of Kansas, Department of State

(Seal of the State of Kansas with Latin Quotation Ad Astra Per Aspera) Frank J. Ryan, Secretary of State

To All To Whom these Present shall Come, Greeting:

I, Frank J. Ryan, Secretary of State of the State Kansas, do hereby certify that the following and hereto attached is a true copy of Articles of Incorporation, the Kansas City Food Terminal Association. Filed: November 1, 1939, the original of which is now on file and a matter of record in this office.

[fol. 2924] PLAINTIFF'S EXHIBIT No. 258

In Testimony Whereof, I hereto set my hand and cause to be affixed my official seal. Done at the City of Topeka, this 8th day of November A. D. 1940.

(Signed in pen and ink) Frank J. Ryan, Secretary of State. By E. E. Hill, Asst. Secretary of State. (Seal).

Articles of Incorporation
of
The Kansas City Food Terminal Association

We, the undersigned, incorporators, hereby associate ourselves together to for mand establish a corporation not for profit under the laws of the State of Kansas.

First, The Name of the Corporation is The Kansas City Food Terminal Association.

Second, The Location of its Registered Office in this State is Kansas City Food Terminal Building, Minnesota Avenue, Kansas City, Wyandotte County.

Third: The Name and Address of its Resident Agent in this State is Jasper DeMaria, individual, R F D # 1, Mer-
[fol. 2925] riam, Johnson County.

Fourth: This Corporation is organized not for profit and the objects and purposes to be transacted and carried on are: To promote and foster the best interests of the Kansas City Food Terminal Association; to foster and protect the interest of its members engaged in the food, produce and allied businesses and pursuits; to encourage and promote high standards of efficiency, honor and cooperation among its members; to provide uniformity in the customs, usages and methods employed in the conduct of the food, produce and allied businesses in Kansas City; to gather and circulate information and facts useful to its members; to provide and furnish various facilities for the common use of its members; to provide a forum for the exchange of ideas and methods and a full and free discussion of all methods and problems affecting the business of its members; to represent the members in dealing with other organized groups engaged in the same or other businesses or pursuits; to adopt by-laws for the government and administration of the affairs of the Association; to enter into contracts with the owner or owners of the Kansas City Food Terminal, the terminal railroad or other railroad or railroads serving the Kansas City Food Terminal, and others; to arrange for placement of cars by the said terminal railroad or other railroad or railroads serving the Kansas City Food Terminal; to manage the Kansas City
[fol. 2926] Food Terminal and incidental thereto to be possessed with all rights and powers as are or may be necessary or required for the proper and successful operation

and management of a large wholesale produce terminal market, including therewith the right and power to make and provide such rules and regulations for the operation and management of said market as the Association deems necessary and proper; to cooperatively manage the Kansas City Food Terminal, including collection of charges for personnel and such other things required or conducive to the proper and successful operation and management of a large wholesale produce terminal market; to promote, foster and encourage the intelligent and orderly determination and consideration of all problems affecting the Kansas City Food Terminal; to eliminate speculation and waste; to engage in any activity which will promote the interest of its members and the Kansas City Food Terminal and to finance any such activity and to act as agent or representative of any member or members in any of the above mentioned activities; to do all things necessary, suitable and proper for the accomplishment or attainment of any of the above mentioned activities, objects and purposes or conducive to or expedient for the interest or benefit of the Association, and to contract accordingly; to exercise and possess all powers, rights and privileges necessary or incidental to the purposes for which the Association is organized or to the activities in which it is engaged and [fol. 2927] in addition any and all other rights, powers and privileges granted by the laws of the State of Kansas to corporations organized not for profit, and to perform any and all of the foregoing duties in furtherance of the foregoing objects, purposes and activities anywhere in or outside of the United States. The corporation shall not have authority to issue capital stock.

The corporation shall not have authority to issue capital stock.

Fifth: The total amount of capital of this corporation is —— and the total number of shares into which it is divided is as follows: —— shares of —— stock, class —— par value of —— dollars each —— shares of —— stock, class —— par value of —— dollars each —— shares of —— stock, class —— without nominal or par value —— shares of —— stock, class —— without nominal or par value.

Statement of all or any of the designations and the powers, preferences and rights and the qualifications, limitations or restrictions thereof, in respect to any class.

This Association is organized without capital stock and will issue certificates of membership to its members in accordance with its By-Laws. The membership is limited to those renting space or entering by grant of any descrip-
[fol. 2928] tion into the Kansas City Food Terminal as specified in the By-Laws —.

Statement of Grant of Authority, as may be desired to be given to the Board of Directors, if given. The Association shall be managed by a Board of six Directors elected by the members from their own members. The Board shall manage the business affairs of the Association and perform such regular duties as fall to the Board of Directors in an Association of this kind, or as set forth in the By-Laws.

The conditions of membership shall be fixed by the by-laws. The President and all other officers shall be directors in the Association.

[fol. 2929] (or) The conditions of membership are: —— 6. The Association is organized without capital stock and will have no capital with which to commence business.

* * * * * * *

Sixth: The Amount of Capital with which this corporation will commence business is —— Dollars.

Seventh: The Names and Places of Residence (P. O. Address) of each of the INCORPORATORS. Simon Yukon, 608 E. 72nd Street, Kansas City, Mo., Joseph Deoreo, Pickwick Hotel, Kansas City, Mo., Jack Defeo, 4301 Gladstone, Kansas City, Mo., Harry Robinson, 6215 McGee Street, Kansas City, Mo., Ike Sarser, Pickwick Hotel, Kansas City, Mo., Jasper DeMaria, R. F. D. # 1 Merriam, Kansas.

[fol. 2930] Eighth: The Term for which this Corporation is to exist is fifty years.

Ninth: The Number of Directors or Trustees or Governors shall be Six.

In Testimony Whereof, We have hereunto subscribed our names this 31st day of October, A. D. 1939: Joseph Deoreo, Harry Robinson, Jack Defeo, Ike Sarser, Simon Yukon, Jasper DeMaria.

STATE OF MISSOURI,
County of Jackson, ss:

Personally appeared before me, a Notary Public in and for Jackson County, Missouri the above named Simon

Yukon, Joseph Deoreo, Jack Defeo, Harry Robinson, Ike Sarser and Jasker DeMaria, who are personally known to me to be the same persons who executed the foregoing in-
[fol. 2931] strument of writing, and duly acknowledged the execution of the same.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, this 31st day of October, 1939.

Ada Richard, Notary Public. My commission expires Oct. 23, 1940. (Seal).

Office of Secretary of State

Received of The Kansas City Food Terminal Association and deposited in the State Treasury, fees on these Articles of Incorporation as follows:

November 1st, 1939, Application Fee, $25.00.
November 1st, 1939, Filing and Recording Fee, $2.50.
——, 19—, Capitalization Fee——, $——.

Frank J. Ryan, Secretary of State, By John Schroeder, Chief Clerk.

Filed Nov. 1, 1939, Frank J. Ryan, Secy. of State.

[fol. 2932] Articles of Incorporation

of

.....

.....

.....

Not for Profit

Location of Registered Office

.....

.....

Filed this.....day of.....19.....

——, Secretary of State.

Certified Copy of

.....

.....

.....

.....

.....

PLAINTIFF'S EXHIBIT NO. 259

SOUTHWESTERN BELL TELEPHONE COMPANY

_____ 19

MR. _____

DR 3300
City Hall-KCK

DATE DEC 21 1939 (17) H

FROM STATE

KC

TEL. NO. DRE 3301 (Mayor Hall Police Station)

CITY Hall OPER. INIT. K.C.L.

TO STATE

C Co

COLLECT TEL. NO. Randolph 4722

WHERE Wm. J. Lenek

ACCEPTED

ADDRESS NAME First National Bank Bldg.

FILING TIME 434 P. OPERATOR 37

TOLL CENTER MIN. 9 CLASS

TERM. VIA REPORT HOOKSWITCH

FIRST ROUTE

ALT. ROUTE CHARGE 4-

P. (Lenek) -37

Ford - (Transmitter) 37

Refused Randolph 4722 38

P.M. 11 12 1 2 3 4 5 6 7 8 9 10

PIT. EX. 4...

DEC 22 1939 H (17)

KC

D RE-3300

Mayor Hall Police Station - Council

C B O

COLLECT TEL. NO. Randolph 4722

WHERE Wm J Lenek

ACCEPTED

ADDRESS NAME First Nat'l Bk Bldg

FILING TIME 1137 A. OPERATOR 38

TOLL CENTER MIN. 18 CLASS P

TERM. VIA REPORT HOOKSWITCH

FIRST ROUTE

ALT. ROUTE CHARGE 90c

K.S.

3210

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PLAINTIFF'S EXHIBIT NO. 260

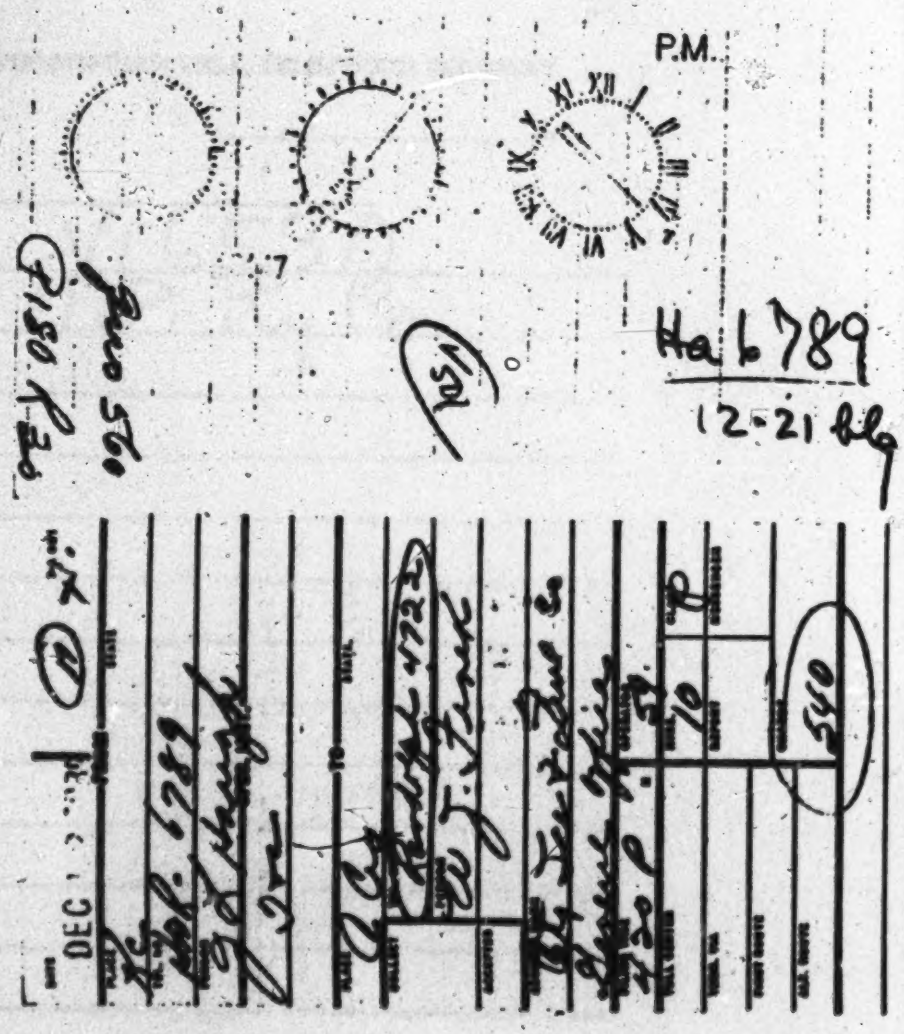
SOUTHWESTERN BELL TELEPHONE COMPANY

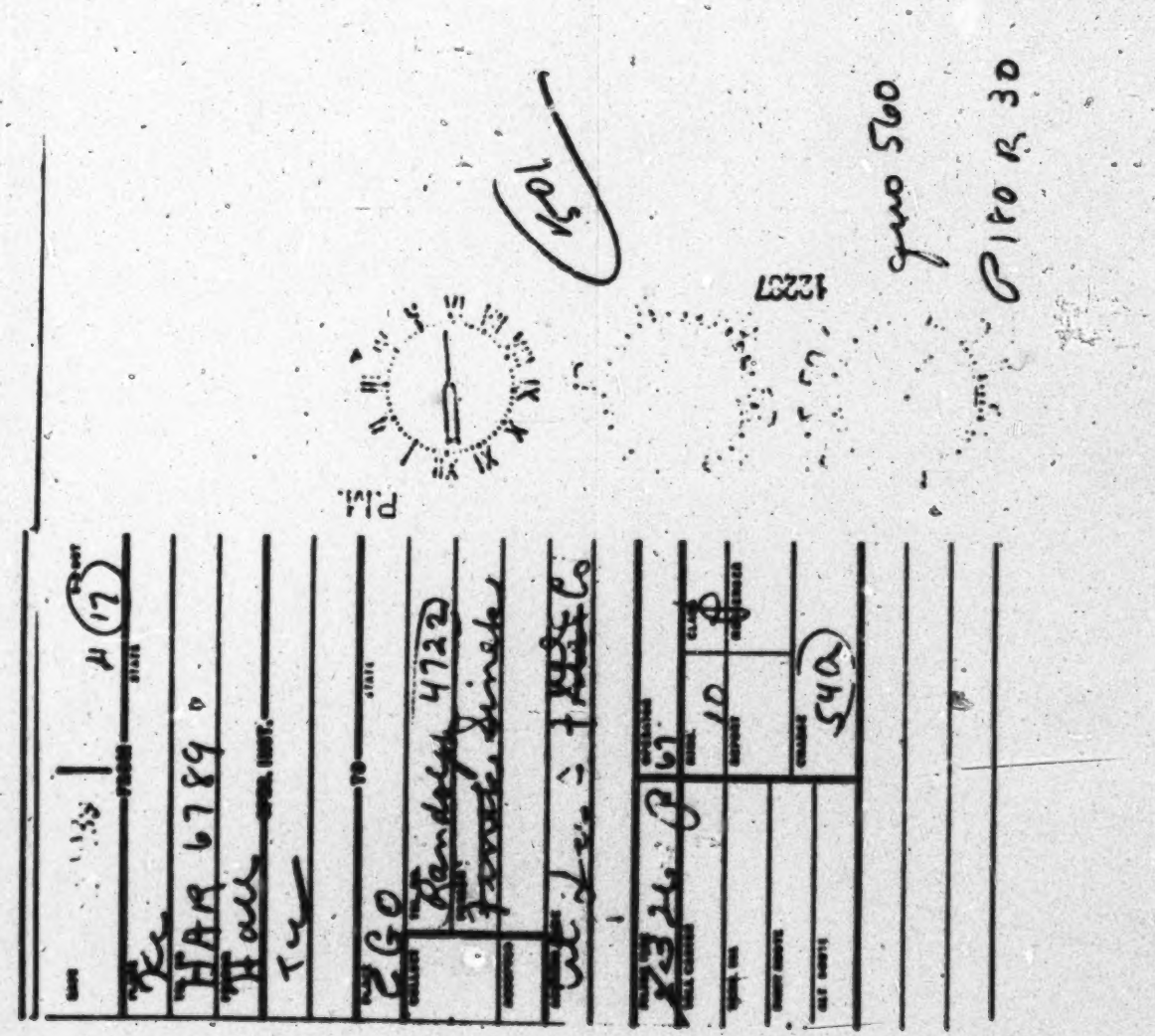
_____ 19

MR. PLI. EX. 260 Bernice Jackson MAR 15 1940

HA6789

K.C. Club


2936
P.M.
Reno 560
Ha 6789
12-21 blg
DEC
Ha 6789
Reno
560
540


P.M.
1227
Reno 560
Plan R 30
Ha 6789
Reno
560
540

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PLAINTIFF'S EXHIBIT NO. 261

SOUTHWESTERN BELL TELEPHONE COMPANY

_____ 19

V16530
U.P. Ry Co

2938

DATE 7-2 PAID

FROM STATE

TEL. NO. Wis 6580

PERSON

OPER. INST.

PLACE Washington D.C. TO STATE

COLLECT TEL. NO.

PERSON Roy St Louis

ACCEPTED

ADDRESS CARE

FILING TIME OPERATOR

SOLS CENTER DEPT. CLASS

TERM. VIA REPORT ORIGINATOR

FIRST ROUTE

ALT. ROUTE CHARGE

Bernice Jackson MAR 13 1940

PLT. EX. 261

DATE 7-7 1940 2-1 PAID

PLACE Ke FROM STATE

TEL. NO. Wis 6520

PERSON

OPER. INST.

PLACE Washington D.C. TO STATE

COLLECT TEL. NO. Wis 6520

PERSON Roy St Louis

ACCEPTED

ADDRESS CARE Brown Hotel

FILING TIME 2 6 P. M. 345

SOLS CENTER DEPT. 3 CLASS

TERM. VIA REPORT 35 ORIGINATOR

FIRST ROUTE

ALT. ROUTE CHARGE 350

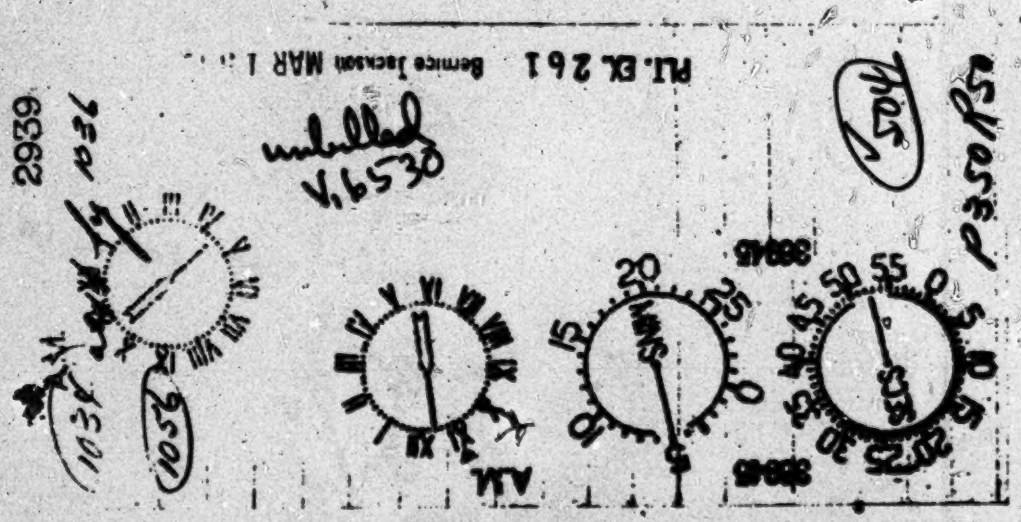
P.M.

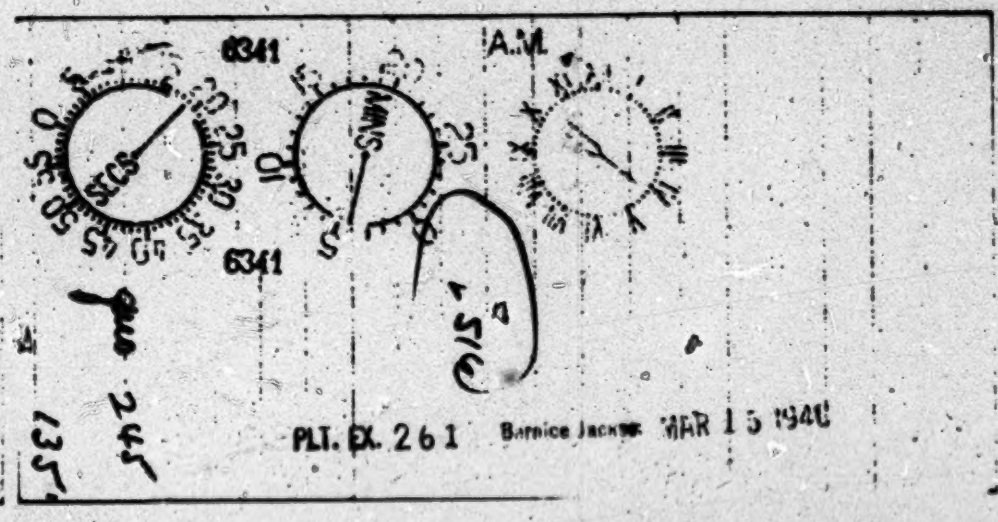
P.M.

Bernice Jackson MAR 13 1940

PLT. EX. 261

3214





MAR 8 1940 # (77)
Vic - 6530
Hanley
THE
WASHDC
A. Pratt
3934S
3934S

FEB 24 1940 # (17)
Vic - 6530
Hanley
TOT

2940

Pl. Ex. 261 Bernice Jackson MAR 15 1940

H 13

RC
Vic 6530
Stanley
Tr

To

RC
Rudolph 4722
Ann Finch
City Dairy Farm Co
313 P. 731
8 L
450

Pltf

7321 7321

10 15 20 25 30 35 40 45 50 55 60

Pltf 470

2 1339 H 17

Ra
Vic 6530
Stanley
Tr

To

RC
Rudolph 4722
Ann Finch
City Dairy Farm Co
304 P. 737 597
3 R
180

Log 14
Elk 15 mm 09

Pltf

Pltf 480

Pl. Ex. 261 Bernice Jackson MAR 15 1940

3216

2941

PLT. EX. 261

Bernice Jackson MAR 15 1940

JAN 2 1940

Dec

D.C. 6530

Shumate

Dec

D.C. 5782

Shumate

1.1.U.

Pltf's Exhibit No. 2

Case No. 2777-2229

Style Shumate vs Shumate

Filed Jan 2 1940

Atty for Pltf

Atty for Deft

Entered

Recorded

Indexed

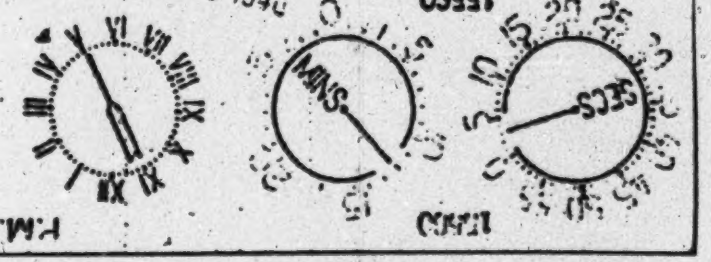
Vol. 15 Page 435

Clerk

Deputy

PLT. EX. 261

Bernice Jackson MAR 15 1940



JAN 2 1940

Dec

D.C. 6530

Shumate

C.G.

Pltf's Exhibit No. 1

Case No. 2777-2229

Style Shumate vs Shumate

Filed Jan 2 1940

Atty for Pltf

Atty for Deft

Entered

Recorded

Indexed

Vol. 12 Page 630

Clerk

Deputy

JAN 11 1940 H 17

Ky

DIC. 6530

Haught

Fre

To C G.

Randolph 0141

Armstrong

Gould

A. T. & T.

3:37 P. 37-12

ROLL CENTER | DIST. 2 | CLASS 7

TERM. VIA | DEPOSIT | REDEMANDS

FIRST ROUTE

ALT. ROUTE | CHARGE 180

K Tonopay AM

enroute from

NY-59

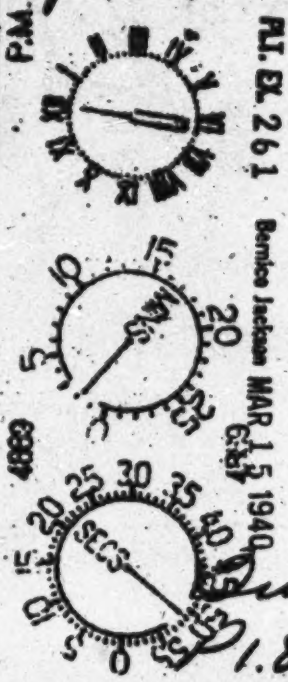
2942

ag Walters 4 cks

de tomorrow with

Armstrong for

ag Chiefclerk 01



JAN 10 1940 K 12

Ky

DIC. 6530

Haught

(Tel Mar 6536)

Int Ky Club Mar 6789 Rm 710

E 60

Ryan Okl Hotel

J. F. Armstrong

Gould

Texas Pipeline Supply Co.

N. 76 W. 24

ROLL CENTER | DIST. 2 | CLASS 9

TERM. VIA | DEPOSIT | REDEMANDS

FIRST ROUTE

ALT. ROUTE | CHARGE 180

We Pan or Lafe 37 wt 4

ag Walters 29

We Pan or Lafe with armstrong

ask who we ask who we think

that can talk 39

Burnett at Gould can

talk Gould as armstrong

Fe Pipe .50

ag Gould .30

3218

FEB 11 (17)

FROM STATE

FC

TEL. NO. VIC-6530

PERSON Langfelder

TH

TO STATE

PLACE CGO

COLLECT TEL. Randolph 0141

PERSON J T H Armstrong

ACCEPTED

ADDRESS NAME

RECD TIME 9.09 A. OPERATOR 42

TOLL CENTER DIRS. 4 CLASS P

TERM. VIA REPORT RECEIVED

FIRST ROUTE

ALT. ROUTE CHARGE 240

PLT. EX. 2-61 MAR 15

A.M.

1451

260

P180-P30

DATE 1 FROM STATE

TEL. NO. VIC-6530

PERSON Stanley

T.C

TO STATE

WASH-D-C

COLLECT TEL. Capitol 7200

PERSON Boy at Store

ACCEPTED Myer at Lenox

ADDRESS NAME Mrs Stevens Th

RECD TIME 10 P. TIME 759 525

TOLL CENTER DIRS. 5 CLASS PR

TERM. VIA REPORT RECEIVED

FIRST ROUTE JTL

ALT. ROUTE CGO NY CHARGE 405

eight Bd. F. - 07

and Steb. de - 08

P.M.

9-28

Stanley at Myer

Peter Myer 7896

Randolph

Lenox

Mrs. Brown Hotel 918

Myer 968-

3345

3345

PM 245 150

3219

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3220

2944

FEB 20 1948 | # 18

Mic 6530

Haughton Instr.

Re WT HAR 2562

KV

Wilcox 27440

F W Chaise

A T & S F RR

14 p 213

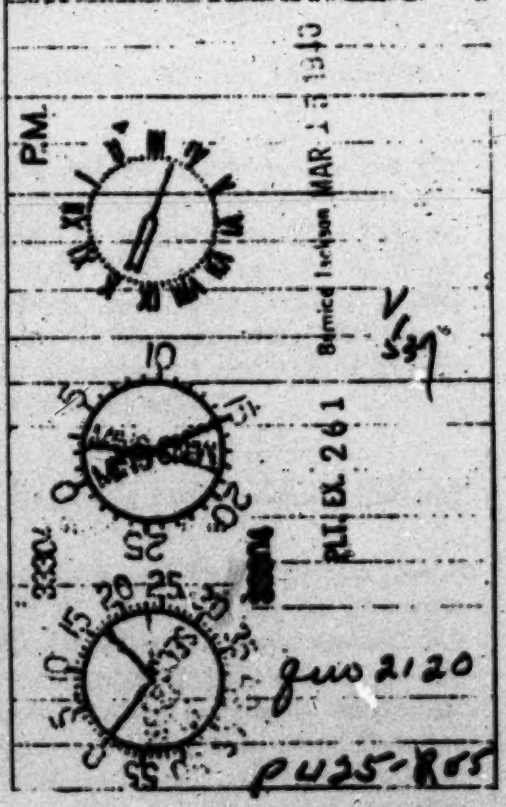
79 C

200 2100

Wrong # cable 14-16

X

Stamped on error card see flash Cond OK.



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State of Kansas
Secretary of State's Office

18-1815 11-39-2M

[fol. 2945] PLAINTIFF'S EXHIBIT No. 262

Bernice Jackson

Mar. 15, 1940

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MISSOURI, WESTERN DIVISION

Civil Action No. 440

UNITED STATES OF AMERICA, ET AL., Plaintiffs,

v.

UNION PACIFIC RAILROAD COMPANY, ET AL., Defendants

DISTRICT OF COLUMBIA, SS:

I, Genevieve M. Foreman, a notary public in and for the District of Columbia, do certify that in accordance with the attached subpoena and stipulation in the above styled cause, I have taken the statements of F. W. Bradbury, B. W. Wasser, and R. E. Graham, Auditor, Assistant District Traffic Manager and District Commercial Manager, respectively, of the Chesapeake and Potomac Telephone Company of Washington, D. C., hereinafter set out, to-wit:

DISTRICT OF COLUMBIA, SS:

I, F. W. Bradbury, being first duly sworn, depose and say as follows:

I am Auditor of the Chesapeake and Potomac Telephone Company of Washington, D. C. In response to the subpoena to be attached to this deposition, I have caused the records of long distance telephone conversations to be [fol. 2946] searched for long-distance telephone conversations referred to in said subpoena during the period October 1 to October 15, inclusive, 1938, and I have produced all the original records of such calls before the Commissioner this day, as follows:

1. A list of out-paid and incoming collect calls from or to Stanley at the Mayflower Hotel, Washington, D. C., including, however, one from Stalley from Room 637; a total of sixteen (16) calls, including calls from October 1 to October

6, inclusive, 1938. All said calls originated or terminated F. W. B. (initials ink) at the Mayflower Hotel from Room 637. Records of the said sixteen (16) calls have been photostated on Sheet #1 and the reverse of said records of calls have also been photostated on Sheet #1 reversed, to be attached hereto.

2. A list of out-paid and incoming collect calls from or to Stanley at the Mayflower Hotel, Washington, D. C.; a total of seventeen (17) calls, including calls from October 8 to October 13, inclusive, 1938. All said calls originated at or terminated from F. W. R. (initials in ink) the Mayflower Hotel from Room 366, with one exception which was from Room 637. Records of the seventeen (17) calls have been photostated on Sheet #2 and the reverse of said records of calls have also been photostated on Sheet #2 reversed, to be attached hereto.

3. A list of out-paid and incoming collect calls from or to Stanley, at the Mayflower Hotel, Washington, D. C., in-
[fol. 2947] cluding F. W. B. (initials in ink) one call from Kansas City, Missouri, in the name of Leonard Ullman to Stanley; at the Mayflower Hotel, Washington, D. C., including F. W. B. (initials in ink) one call from Kansas City, Missouri, in the name of Leonard Ullman to Stanley; a total of ten (10) calls; (the tenth call occupied two tickets); including calls from October 6 to October 12, inclusive, 1938. Records of the said ten (10) calls have been photostated on Sheet #3 and the reverse of said records of calls have also been photostated on Sheet #3 reversed, to be attached hereto.

4. A list of out-paid and incoming collect calls from or to Breidenthal (Brightenthal, Brydenthall, Brydenthal, Bridenthall, Bridenthal, Briedenthal) at the Mayflower Hotel, Washington, D. C.; a total of twelve (12) calls, including calls from October 4 to October 13, inclusive, 1938. F. W. B. (initials in ink); 8 of said calls originated from the Mayflower Hotel from Room 632. Records of the said twelve (12) calls have been photostated on Sheet #4 and the reverse of said records of calls have also been photostated on Sheet #4 reversed, to be attached hereto.

5. Two (2) ticket records of calls in the name of DeOreo (DeOrio), one from Room 1024 F. W. B. (initials in ink), Mayflower Hotel to Mrs. DeOreo, and the other to Leonard Ullman, under dates of October 8 and 11, 1938, respectively.

Said ticket records have been photostated on Sheet #5 and Sheet #5 reversed, to be attached to this deposition.

[fol. 2948] I further certify that at my request these photostatic records have been made in the office of the Chesapeake and Potomac Telephone Company, Washington, D. C., from the original records which are still in its possession.

(Signed in ink) F. W. Bradbury.

Subscribed and sworn to before me this 13th day of March, 1940. (Signed in ink) Genevieve M. Foreman. Notary Public in and for the District of Columbia. (stamped) My commission expires October 1, 1942. (Seal.)

DISTRICT OF COLUMBIA, SS:

B. W. Wasser, being first duly sworn, deposes and says as follows:

I am Assistant District Traffic Manager of the Chesapeake and Potomac Telephone Company, and with R. E. Graham I have caused to be photostated the original ticket records which are referred to in the deposition of F. W. Bradbury, Auditor of the Company. I have examined and compared the originals with the photostats and certify that the photostats are genuine copies of the original ticket records.

At the request of Mr. Christopher B. Garnett, attorney for the Atkinson, Topeka and Santa Fe Railway, I am making the following explanation of several of these tickets:

[fol. 2949] Ticket #3 on Sheet #1—On October 3, 1938, a call was made from Washington, D. C., Mayflower Hotel, by a Mr. Stanley to Omaha, Nebraska, Jackson 5822, to Mr. Salmon, Union Pacific Railroad. The call was filed at 12:14 P. M.

B. W. W. (initials in ink)

The fifth ticket on the Sheet #1—On October 4, 1938, a call was placed from Washington, D. C., Mayflower Hotel, Room 637, by Mr. Stalley to Kansas City, Kansas, Fairfax 0749. The call was placed at 4:53 P. M.

B. W. W. (initials ink)

The first ticket on Sheet #2: The call B. W. W. (initials ink) was placed on October 13, 1938, at Washington, D. C., Mayflower Hotel, by a Mr. Stanley from Room 366 to Kansas City, Kansas, to Mr. Roberts at Fairfax 4474, B. W. W. (initials in ink). The call was filed at 10:57 P. M.

The explanations made of the foregoing records are typical of the other records and may be generally applied to same. The elisions in the above sheets were caused by the fact that an examination of these records showed that the records did not conform to the subpoena in that they were calls uncompleted, or that they did not correspond to the information called for in the subpoena.

(Signed in ink) B. W. Wasser.

Subscribed and sworn to before me this 13th day of March, 1940. (Signed in ink) Genevieve M. Foreman. Notary Public, in and for the District of Columbia. My commission expires October 1, 1942. (Seal.)

[fol. 2950] DISTRICT OF COLUMBIA, ss:

Mr. R. E. Graham, being first duly sworn, deposes and says as follows:

At the request of Mr. Christopher B. Garnett, attorney for Atkinson, Topeka and Santa Fe Railway, and at the direction of the Auditor of the Chesapeake and Potomac Telephone Company, Mr. F. W. Bradbury, I have caused to be photostated the original ticket records which have been shown by the auditor at the taking of this deposition. The sheets, which are appended hereto, are true photostat copies of the said original records. The eliminations from said sheets are due to the fact that the original preparation for the photostat included certain ticket records which did not correspond to the subpoena attached hereto, either because they were uncompleted calls or were to cities other than those mentioned in the subpoena.

(Signed in ink) R. E. Graham.

Subscribed and sworn to before me this 13th day of March 1940. (Seal) (Signed in ink) Genevieve M. Foreman, Notary Public in and for the District of Columbia. My commission expires October 1, 1942.

I further certify that Chistopher B. Garnett for the Atkinson, Topeka and Santa Fe Railway, and Howard B. [fol. 2951] Blanchard for the Union Pacific Company, were present and agreed upon the foregoing depositions.

Given under my hand and seal this 13th day of March, 1940 (Signed in ink) Genevieve M. Foreman. My commission expires October 1, 1942. (Seal)

[fol. 2952] PLAINTIFF'S EXHIBIT No. 262

Bernice Jackson

Mar. 15 1940

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE

WESTERN DISTRICT OF MISSOURI, WESTERN DIVISION

Civil Action No. 440

UNITED STATES OF AMERICA, ET AL., Plaintiffs,

v.

UNION PACIFIC RAILROAD COMPANY, ET AL., Defendants.

Stipulation

It is hereby stipulated and agreed by and between the parties in the above entitled cause that, in order to save inconvenience and expense, information called for in the attached subpoena duces tecum issued to F. W. Bradbury, Auditor, Chesapeake & Potomac Telephone Company, 722 12th Street, N. W., Washington, D. C., may be obtained by Genevieve Foreman, Notary Public, (N. P. in pen and ink) 949 Shoreham Building, Washington, D. C., and that said information may be written up and certified to by said Genevieve Foreman and enclosed and mailed in a sealed envelope directed to the Clerk of the United States District Court for the Western District of Missouri, at Kansas City, Missouri.

Dated March 11, 1940.

(Signatures on following page)

[fol. 2953] (following signatures and writing in pen and ink)

Thomas A. Costolow, Asst. U. S. Atty., Jonathan C. Gibson, Floyd Jacobs, Burt L. Smelker.

Alton H. Skinner Pro Sec. and as Attorney for K. C. K. and its Deft Officers; Chas. E. Whittaker, Attorney for Union Pacific Rd Co.; Phineas Rosenberg, Attorney for Fean & DeOreo; J. J. Gillis, Attorney for Garrett Holmes Inc and A. I. Froman; David A. Murphy, Atty for defts shown in record.

PLAINTIFF'S EXHIBIT No. 262

United States of America, Set:

The President of the United States of America

To F. W. Bradbury, Auditor, Chesapeake & Potomac Telephone Company, 722 12th Street N. W., Washington, D. C.

Greeting:

You are hereby commanded to be and appear, without excuse or delay, before the District Court of the United States in and for the Western Division of the Western District of Missouri, at the Courthouse in the City of Kansas City, Missouri, on the 14th day of March, A. D., 1940, at 9:30 o'clock A. M., then and there to produce and have in [fol. 2954] Court with you records of long distance telephone conversations from Room or Rooms occupied by Guy E. Stanley, Don C. McCombs, Willard J. Breidenthal, Alton H. Skinner, Leonard Ulmann, William Fean, or Joseph DeOreo, at the Mayflower Hotel, Washington, D. C., during the period October 1-15, 1938, to persons or stations in New York, N. Y., Cleveland, Ohio, Chicago, Illinois, Omaha, Nebraska, Kansas City, Kansas, and Kansas City, Missouri, and to testify and the truth to say, in a certain matter of controversy in said court, depending between United States of America, et al., plaintiffs, and Union Pacific Railroad Company, et al., defendants, on the part of the United States of America, and not to depart the court without leave of the court or the District Attorney. Hereof fail not.

Witness, The Honorable J. C. Collet, Judge of the United States District Court for the Western District of Missouri, the 11th day of February, A. D., 1940. Issued at office in Kansas City, Missouri, under the seal of said District Court the day and year last aforesaid. (Seal) A. L. Arnold, Clerk. (Signature in ink) by E. O'Keefe, Deputy Clerk.

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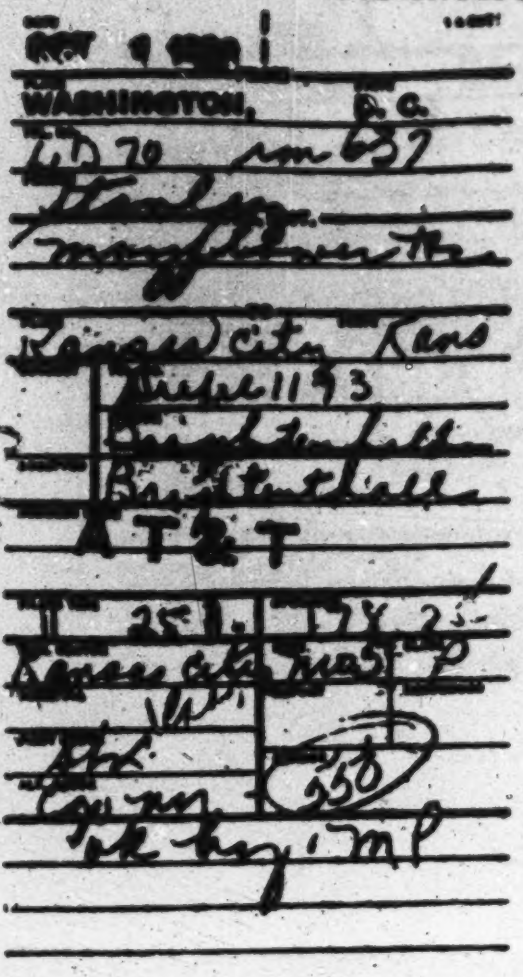
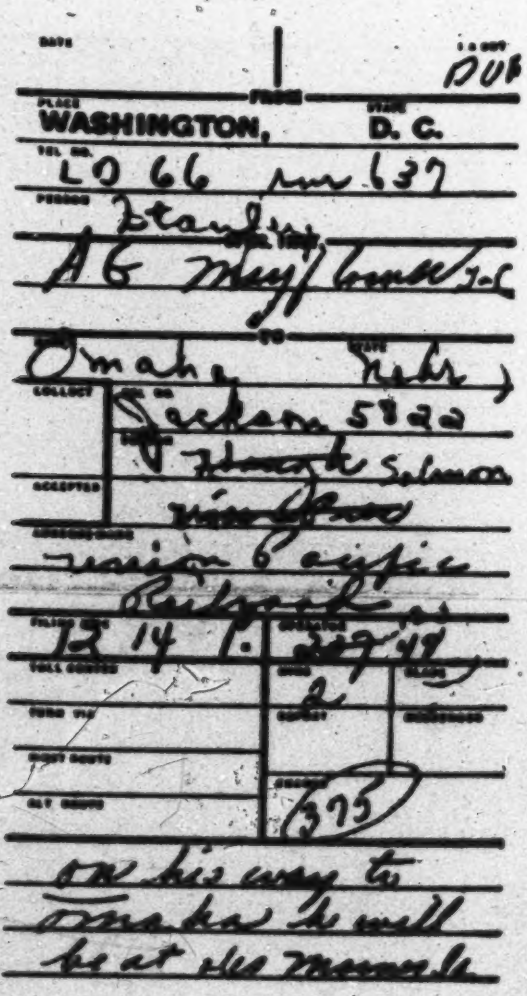
PLAINTIFF'S EXHIBIT NO. 263A 2955





3227

OCT 5

WASHINGTON, D. C.

D.L.S. Rm 637

Stanley

Mayflower - T.C.

Kansas City, Kans.

Empl. of 0749

AT&T

E-53 [illegible]

[illegible] 3

270

OCT 5

WASHINGTON, D. C.

D.L.S. rm 637

Stanley

Mayflower - T.C.

Kansas City Kans

[illegible]

Mr Howell

[illegible]

Kansas City 15 2

[illegible]

Exp. 24 150

Both lunch

[illegible] between 1:00 and 1:30 P.M.

OCT 5

(3)

WASHINGTON, D. C.

D.L.S. rm 637

Stanley

Mayflower.

T.C.

Kansas City Kans.

Brel. 3070

[illegible]

[illegible]

7:50 a

Kansas City

[illegible]

Exp. 24

7.35

Deliv-51

ok to get hem right away.

[illegible]

[illegible]

[illegible]

OCT 8 1938
WASHINGTON, D.C.
LD-67 rm 637
Stat Stanley
Mayflower T&C
rm 632
Kansas City Mo
3 Drexel 3320
H.H.S kennedy
A T & T

OCT 6 1938
WASHINGTON, D.C.
LD 67 rm 637
Stanley
Mayflower T&C
rm 632
Kansas City Mo
Drexel 1173
A T & T

OCT 6 1938
WASHINGTON, D.C.
LD 67 rm 637
Stanley
Mayflower T&C
Omaha Neb
Harney 5822
C. L. Haught
Long Lines
Southwestern Telephone
Building

OCT 6 1938
WASHINGTON, D.C.
LD 63 rm 637
Stanley
Mayflower T&C
thru Kansas City Mo
Kansas City Kan
Fairfax 0749
A T & T

OCT 6 1938
WASHINGTON, D. C.
D 69 nm 637
Stanley
Mayflower Hotel
Kansas City Mo.
Harrison 4606
A T & T
270

OCT 6 1938
WASHINGTON, D. C.
D 64 Nm 637
Stanley
The Mayflower
Kansas City Mo
Emerson 2600
A T & T
650

OCT 6 1938
WASHINGTON, D. C.
D 66 Nm 637
Stanley
Mayflower Hotel
Kansas City Mo
Plaza 5522
A T & T
385

OCT 6 1938
WASHINGTON, D. C.
D 63 nm 637
Stanley
Mayflower Hotel
Kansas City Mo
Drexel 3300
A T & T

PLAINTIFF'S EXHIBIT NO. 263B

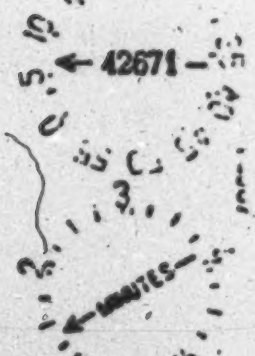
2959

(35123) - 19
wy Salmon
(Hwy 61)

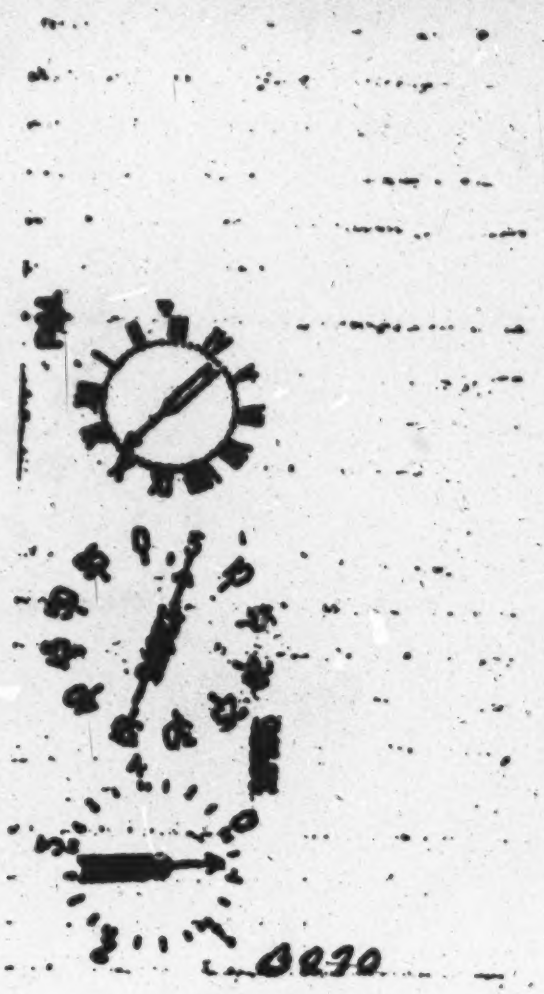
3231

ag where to locate
flight away
advise Mr Peterson
of Depart 1316
hr way there now
ag Depart 1316

unable to
locate - mile
hw - 53
holes for wh
ck by a.B.
ag 14
Ok by a.B.

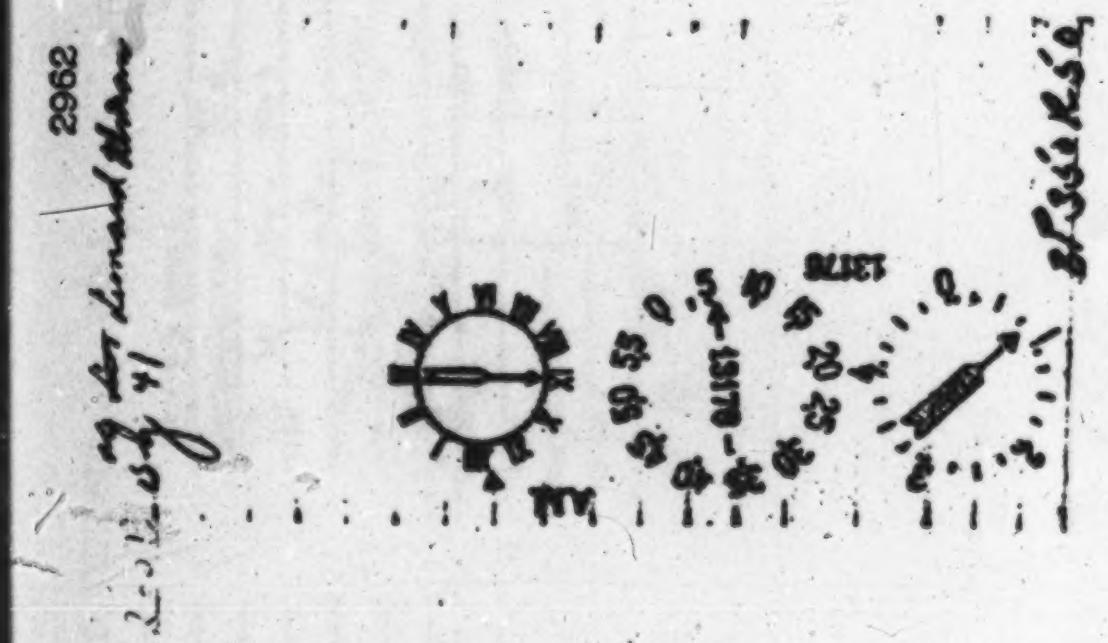


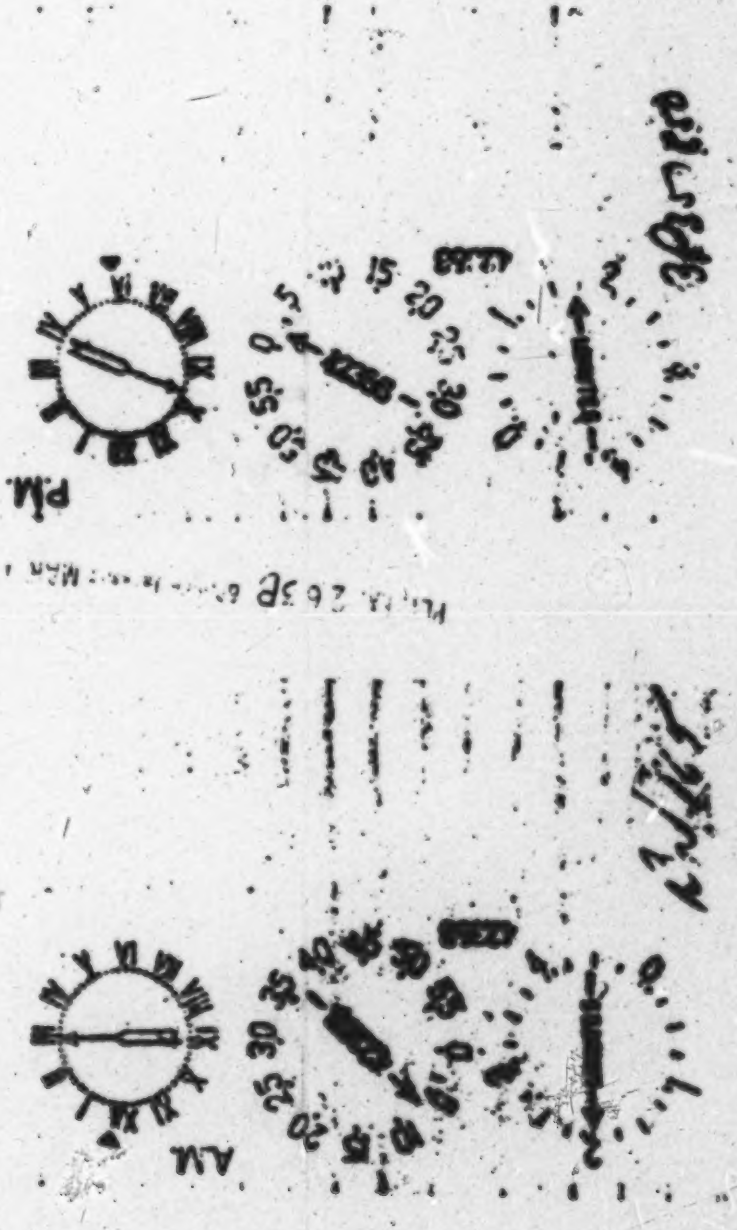
BP 350 R 50



alternate
Denver Cable as
Keystone 4141-52

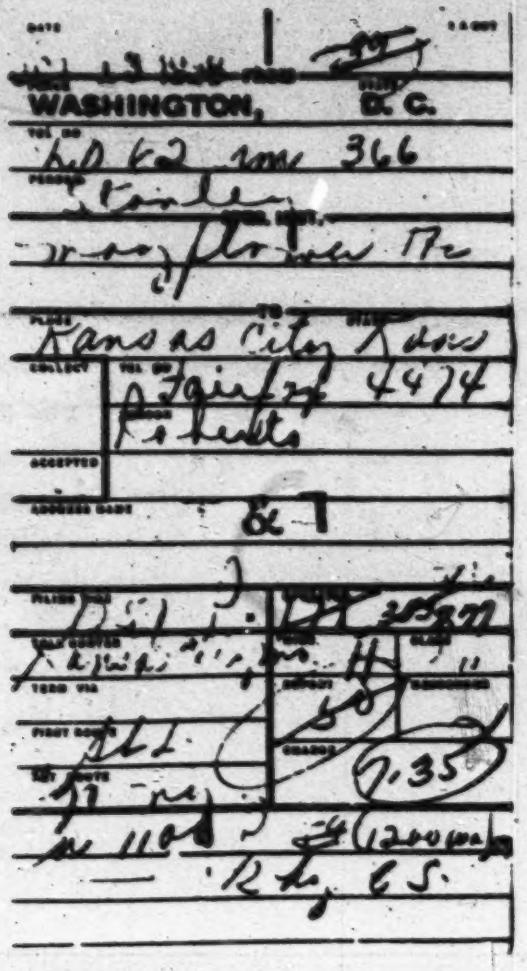
412

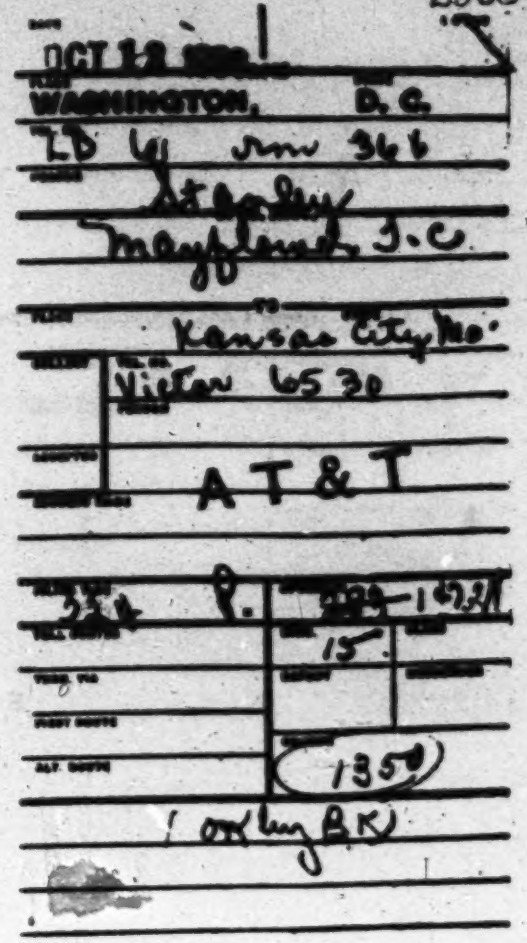


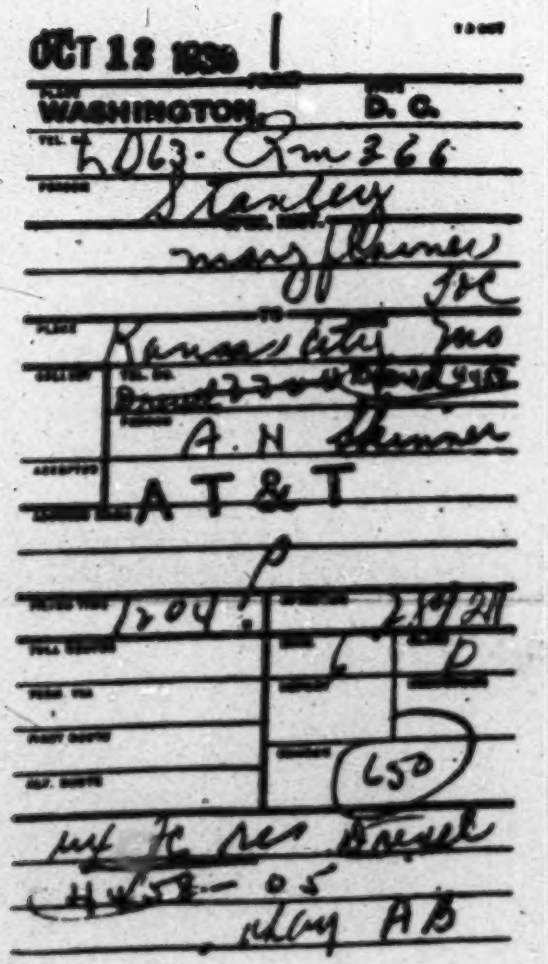


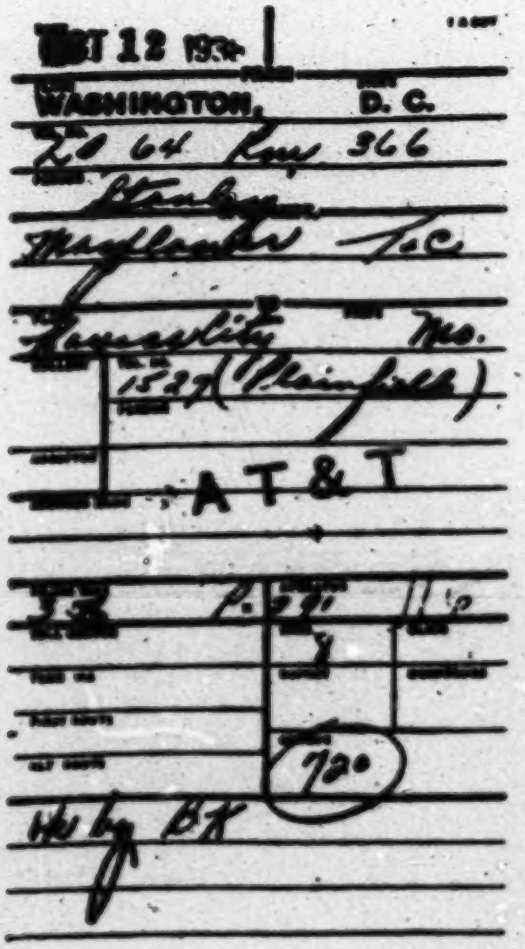
PLAINTIFF'S EXHIBIT NO. 264A

2963









OCT 12 1936
WASHINGTON, D. C.
LD 64 Rem 366
Stanley
Mayflower TTC
Kansas City Mo
Drexel 3070
Willett
AT&T
1418

OCT 12 1936
WASHINGTON, D. C.
LD 64 Rem 366
Stanley
Mayflower TTC
Kansas City Mo
Victor 3060
Vicki Dafoe
AT&T

OCT 11 1936
WASHINGTON, D. C.
LD 64 Rem 366
Stanley
Mayflower TTC
Kansas City Mo
1527 (Plaintext)
AT&T
1385

OCT 11 1936
WASHINGTON, D. C.
LD 64 Rem 366
Stanley
Mayflower TTC
Kansas City Mo
Victor 3060
Vicki Dafoe
AT&T
1386

NO 264 H

2965

A

OCT 10 1936

WASHINGTON, D. C.

LD 62 Rm 366

Stanley

Mayflower T & C

Kansas City Mo

Harrison 6789

Lee Metcalf

I-17 K. 205 Pe

4

402

Nat Hamlet Victor 7678

Victor 7678

M by M.P.

11

OCT 10 1936

WASHINGTON, D. C.

LD 62 Rm 366

Stanley

Mayflower T & C

Kansas City Mo

Rm 3.7440

Thos Seeley

A T & T

1235 B 356 Pe

1

120

If not in say last

Let me know when

you hear

OCT 10 1936

WASHINGTON, D. C.

LD 62 Rm 366

Stanley

Mayflower T & C

Kansas City Mo

1538 Chinfield

A T & T

214 Gr 17 116

2

84

275

ok by M.P.

39

WASHINGTON, D. C.

LD 62 Rm 366

Stanley

Mayflower T & C

Kansas City Mo

Harrison 497

Thomas A Lumley

Bentley

2418 3266

9

50

905

by 43

with Ore 45

1/2

ok by M.P.

32237

No 264A

2966

OCT 10 1938

WASHINGTON, D. C.

2065 Rec 366

Stanley

Mayflower Doc

Kansas City Mo

Chgd 4:15 P

Stanley

AT&T

2:05 P. 329

8 N

515

Ret Chgd to Stanley

Mayflower Doc

Kansas City Mo

OCT 8 1938

WASHINGTON, D. C.

2R 60 Rec 637

Stanley

with 366

Mayflower Doc

NY

Chgd 2:40 P

Stanley

Union Pacific

R.R. Co Broadway

1200 2 P

120

OCT 9 1938

WASHINGTON, D. C.

2068 Rec 366

Stanley

DC Mayflower

Kansas City Mo

1527 Chgd

AT&T

Jan-47 271

6 N

8:30

Ck by: E.N.

WASHINGTON, D. C.

2R 69 Rec 366

Stanley

Mayflower Doc

Chgd 2:46 P

Stanley

Pacific Fruit

Express Co

42 K 247

42 P

346

Ck by: E.N.

3238

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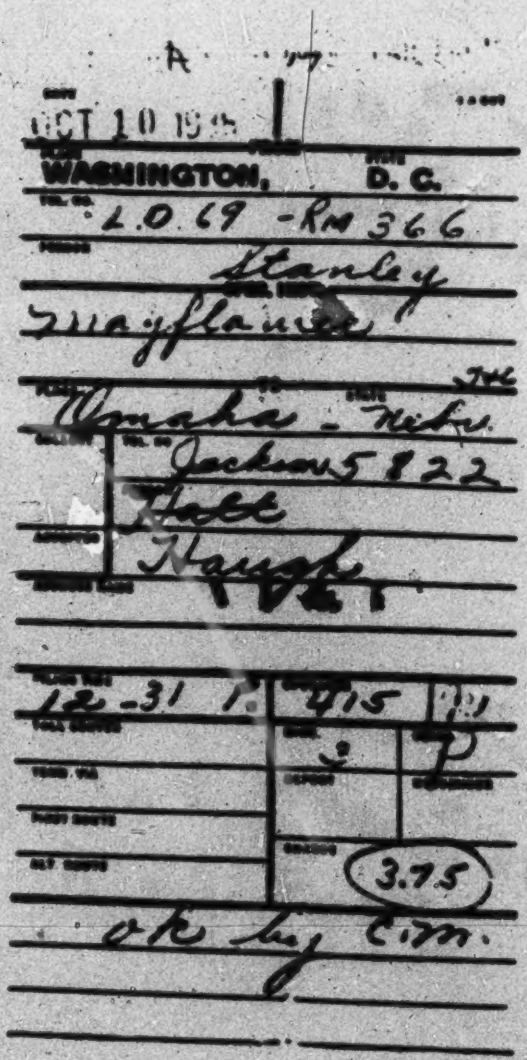
PLAINTIFF'S EXHIBIT NO. 264A

2967



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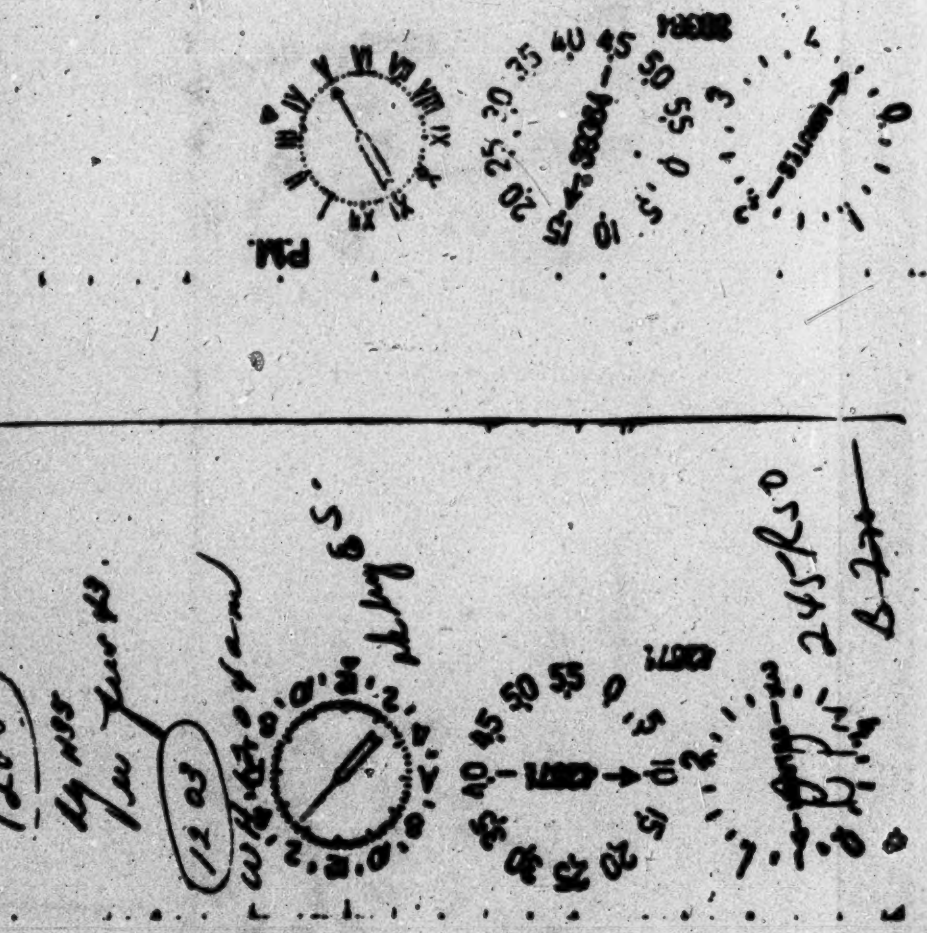
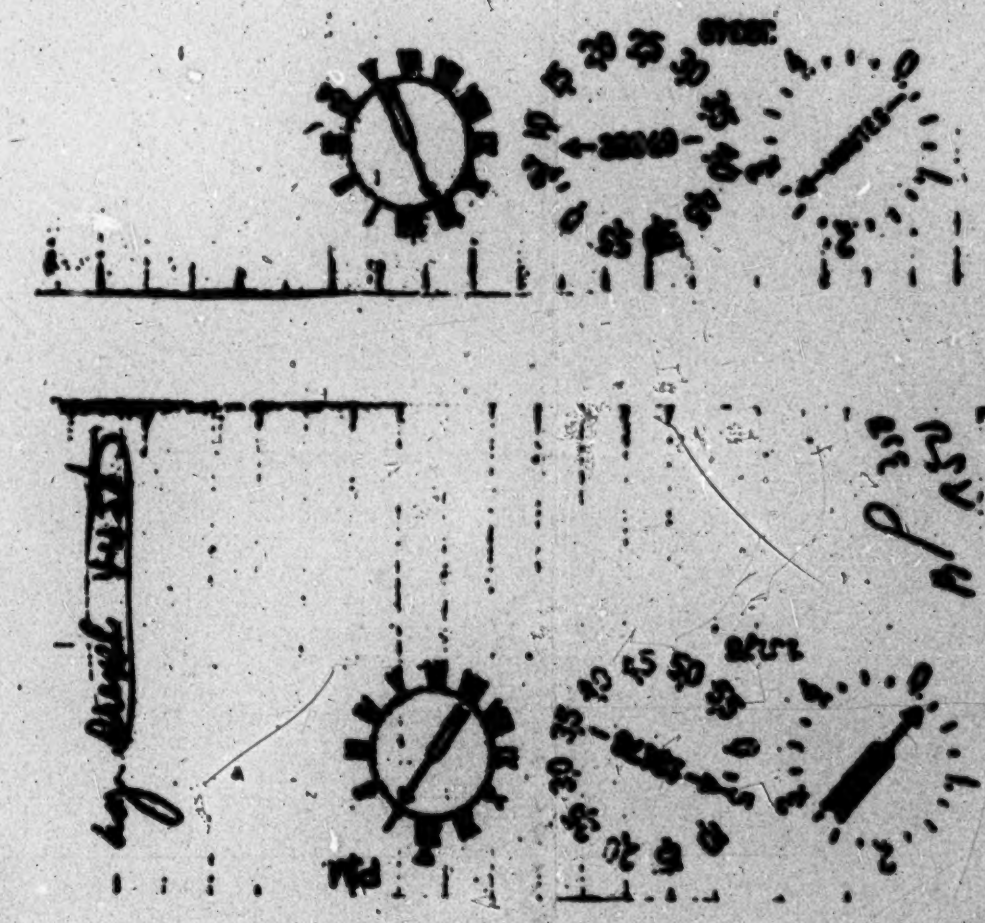
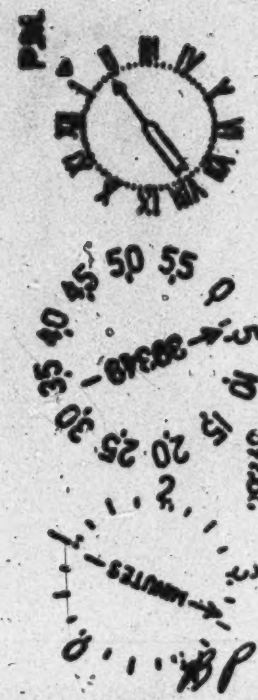




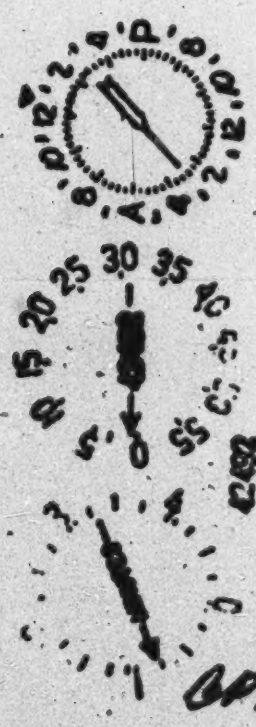
2970

315

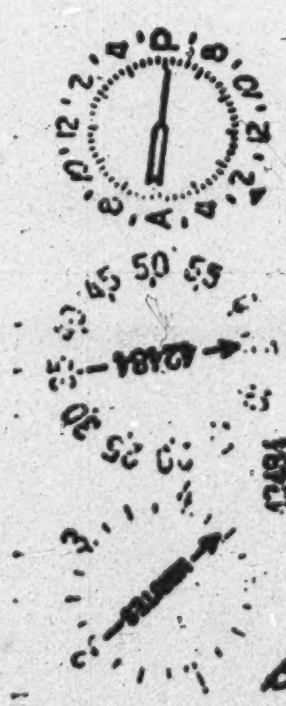


BP 350 R50

BP 350 R50.



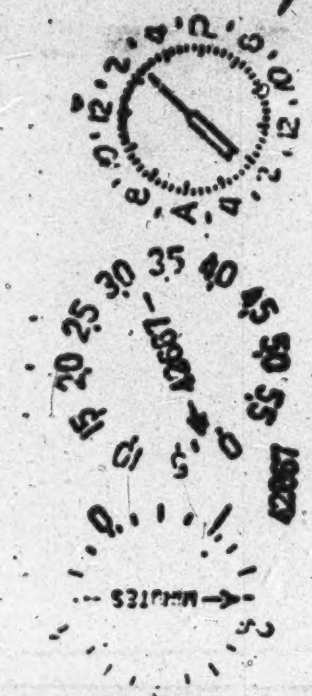
BP 180 - R20.

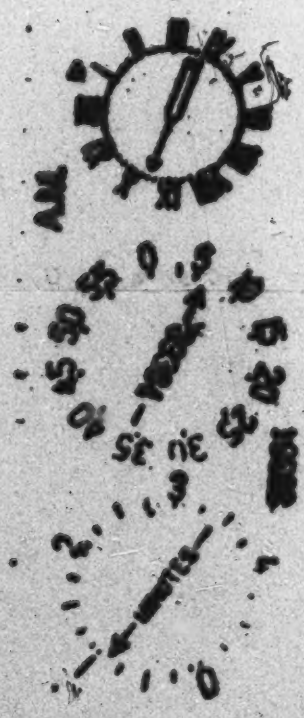


BN 165

3242

PLAINTIFF'S EXHIBIT NO. 264B 2971





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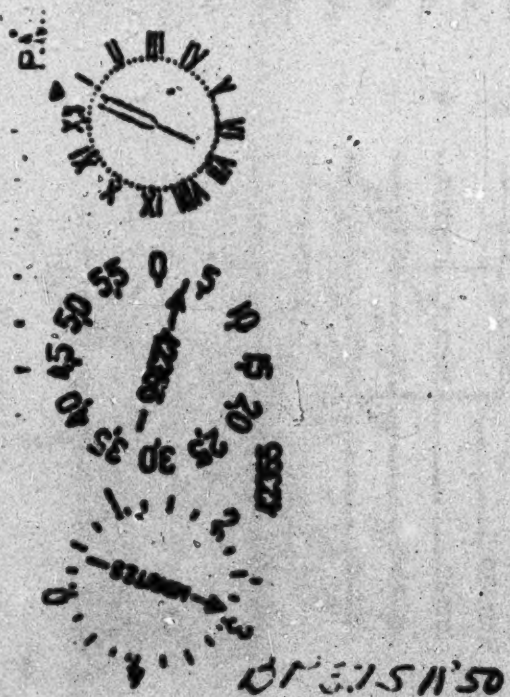
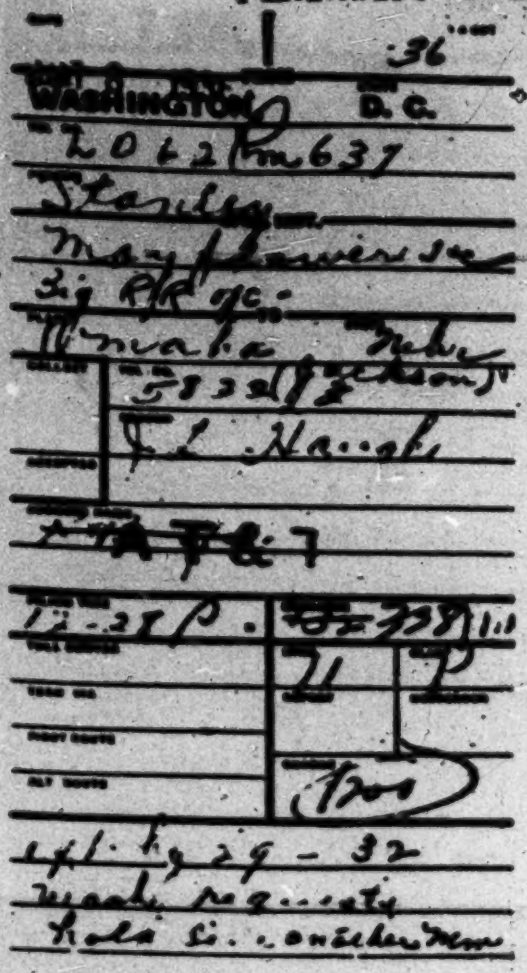
2972

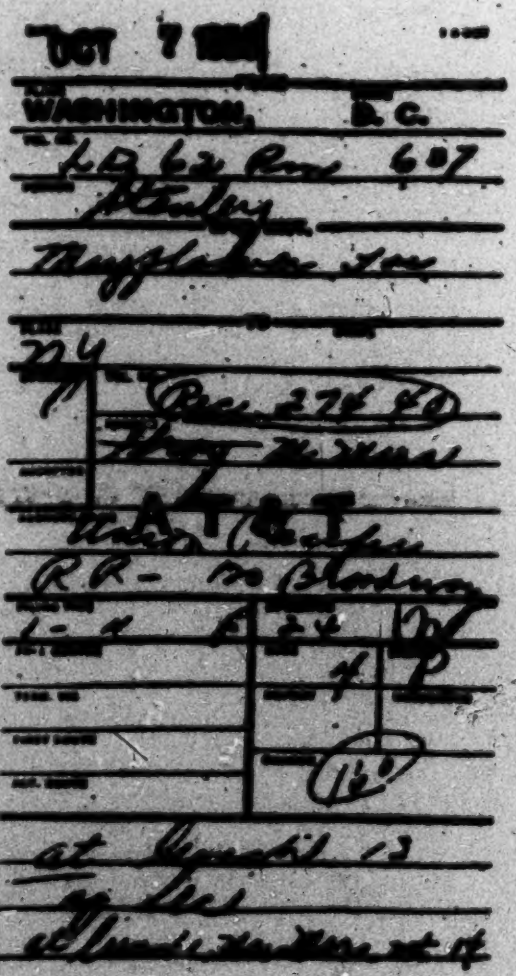
Ct Ex 264B

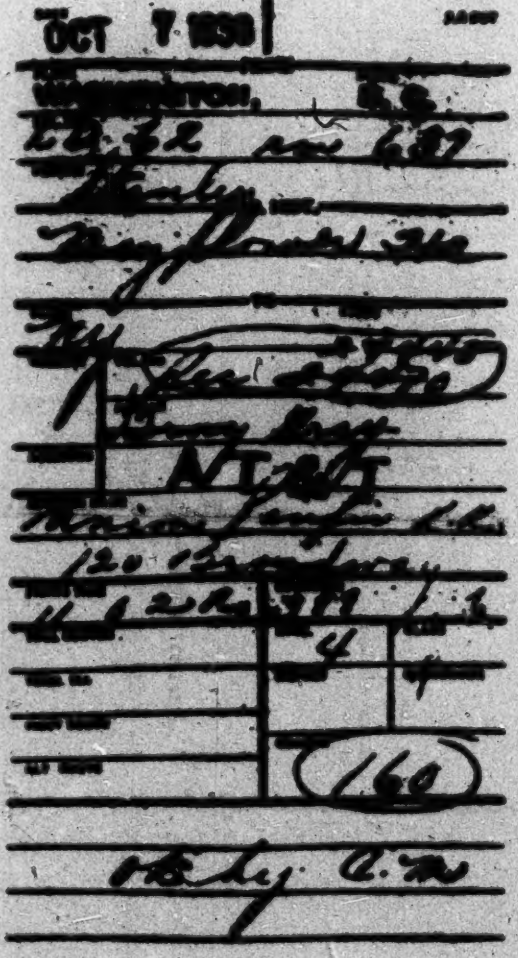


PLAINTIFF'S EXHIBIT NO. 265A

2973







3245

265A

2974

OCT 7 1938

WASHINGTON, D. C.

LD 67 Rpm. 637

Stanley

Mayflower Inc

Kansas City Mo

Plaza 1527

AT&T

LX 31 at 799

6

330

OCT 7 1938

WASHINGTON, D. C.

LD 67 Rpm. 637

Stanley

Mayflower Inc

Kansas City Mo

265

120 Broadway

Cortlandt 7-3311

OCT 6 1938

WASHINGTON, D. C.

LD 166 rpm (637)

Stanley

Mayflower Inc

Kansas City Mo

Crestwood 3300

AT&T

LX 31 at 799

6

9.90

OK by L. W.

OCT 6 1938

HA

Kansas City Mo

HAR-2606

Lexington 3512

3

351

FILED: 265A Kansas Corp. MAR 15 1940

AT&T

LX 31 at 799

Kansas City Mo

St Louis

CE 7417

9.90

OK by L. W.

3246

2975

OCT 8 1936

WASHINGTON, D. C.

LD 64 R 137 Kns

Stanley

Kansas City Mo

Kansas City Mo

Kansas 3606

Williams

Lawyer

176 P. 193 L.

4.50

WASHINGTON, D. C.

LD 71 Kns 4616

Stanley

Thos Flowers Jr.

Tobek Bldg

Kansas City Mo

LD 392

Joseph LeDoux

A T & T

Southwest Tel

1067 417 11

1 P

820

WASHINGTON, D. C.

LD 74 Kns 366

Slade

Thos Flowers Jr.

(Tulsa)

Kansas City Mo

Southwest Tel

Co

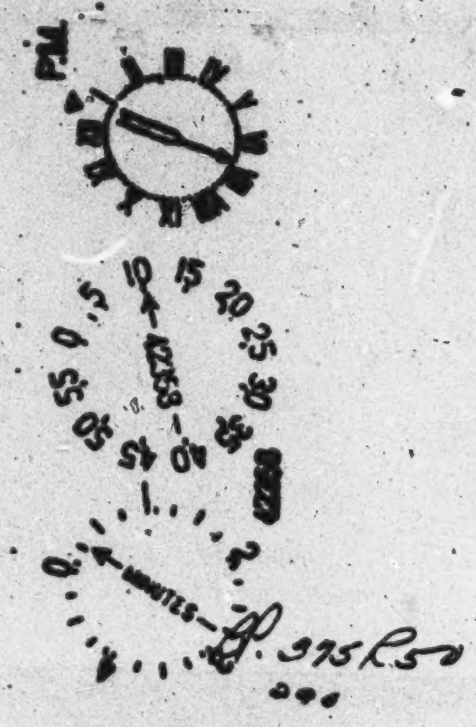
Cy West Slade

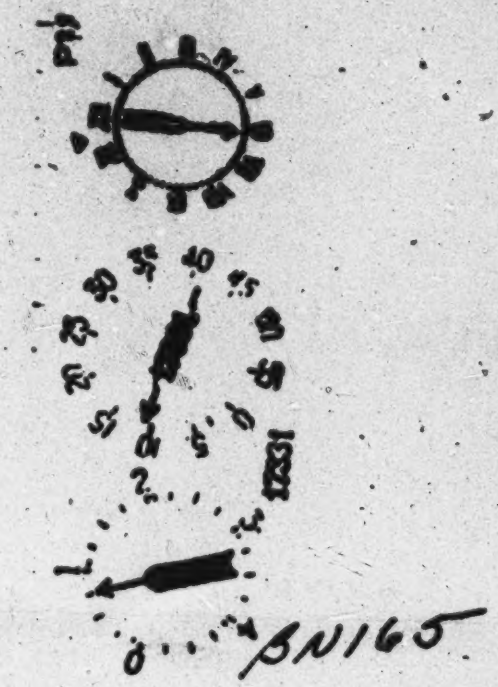
Collect 6590 70

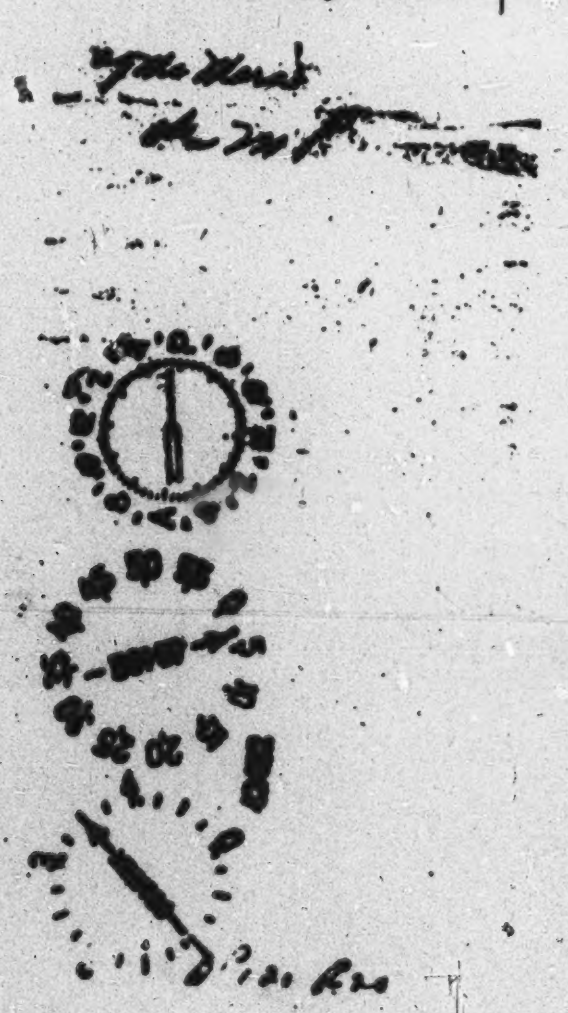
Kansas City Mo

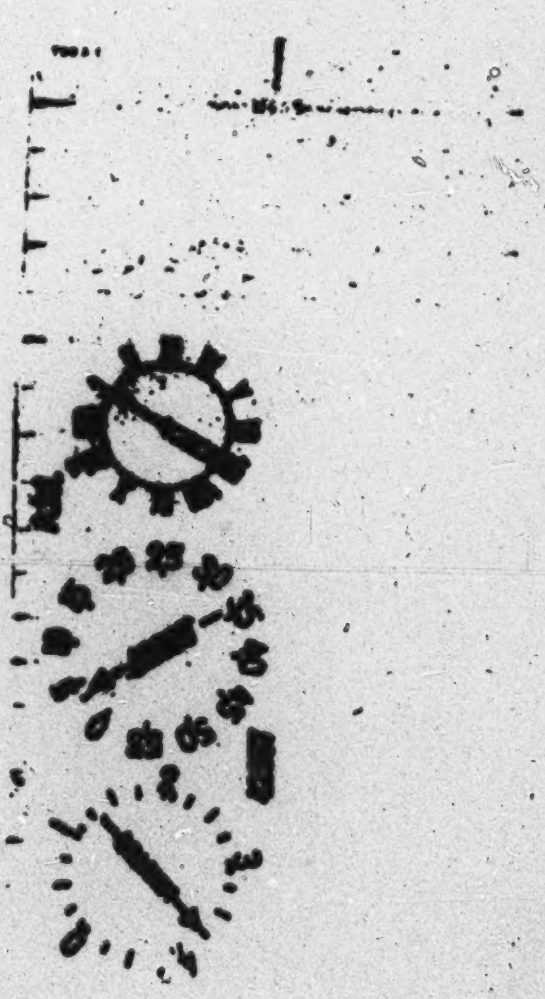
3247

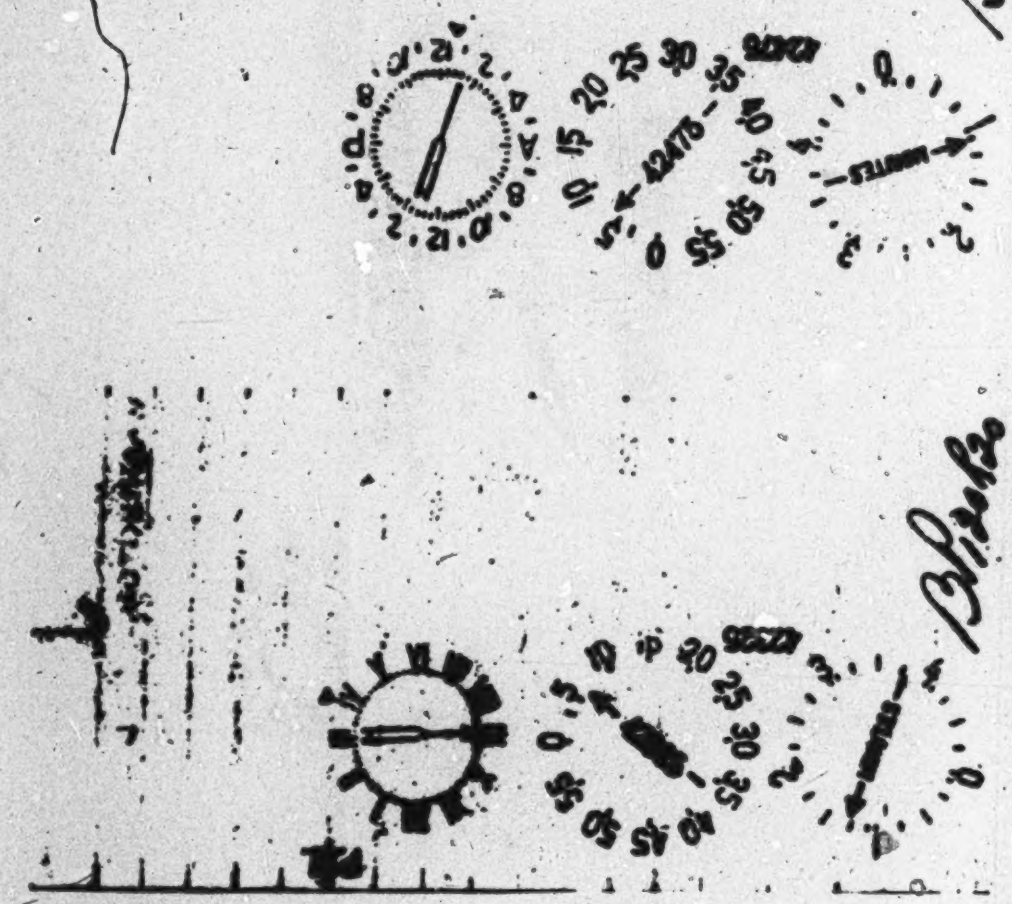
PLAINTIFF'S EXHIBIT NO. 265B 2976

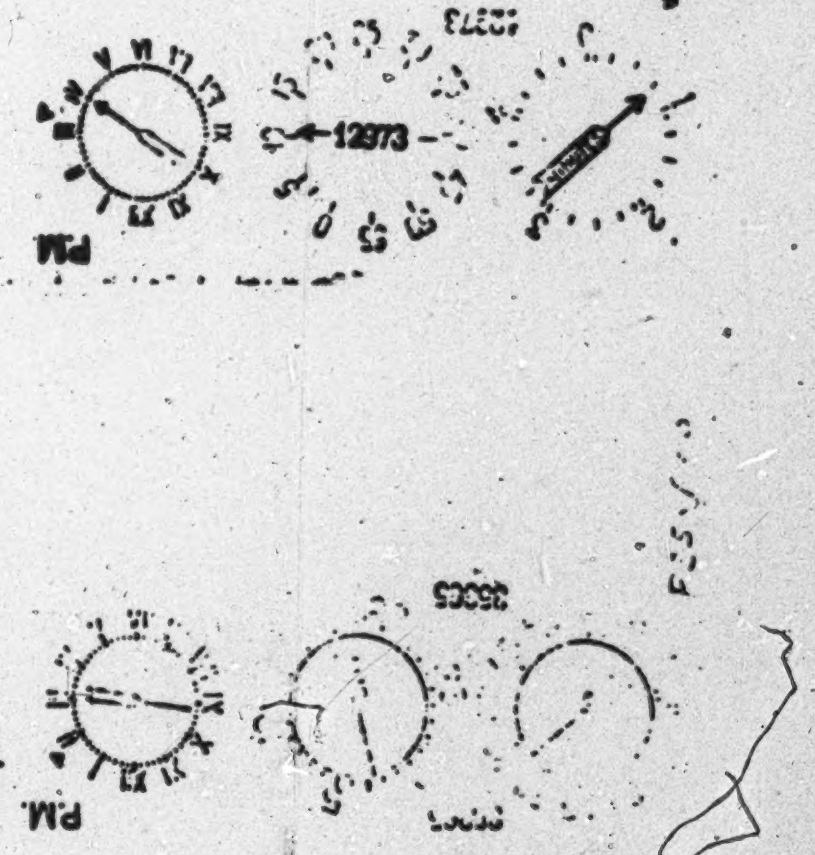


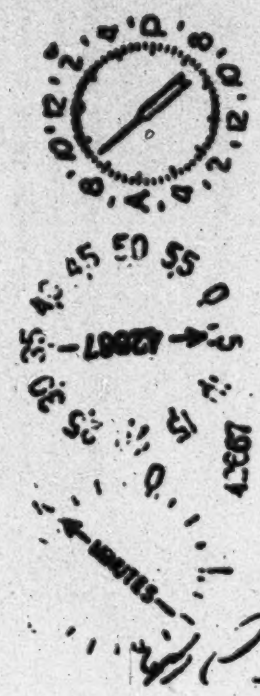












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[fol. 2979] PLAINTIFF'S EXHIBIT No. 266

Bernice Jackson

Mar. 15, 1940

Pencil notation: Kans 1356F ackd
A 2/2
(Stamped) To (Pencil note) Mr. Thoron
(Stamped) Ans'd Feb 16 1939
(Stamped) No Ans. (next word blurred)
(Stamped) File (Pencil notation) B. W. Thoron
(Stamped) Div (Pencil note) Finance

Letterhead:

In the center of page in circle form:

The City of Kansas City, Kansas, incorporated 1886, and the head of an animal.

City of Kansas City, Kansas

Executive Chamber

January 30, 1939

Don C. McCombs, Mayor

Federal Emergency Administration of Public Works, Washington, D. C.

Attention: Mr. B. W. Thoron, Head of Finance Department.

Dear Sir:

About two weeks ago you wrote to me requesting that I forward to you a copy of a commitment of Stifel, Nicolaus & Co. exhibit to you in your office on July 27, 1938. You stated in your letter that it was at a time when Mr. Breidenthal and myself and others, were in your office, and that possibly Mr. Skinner might have a copy of the commitment in his files.

In answer to your letter, I sent you a copy of the ordi-
[fol. 2980] nance which constituted the acceptance of the second proposal of Stifel, Nicholaus & Co., and I think I sent you also a copy of the ordinance repealing the contract with Stifel, Nicolaus & Co.

When Mr. Breidenthal returned to Kansas City, he went on to Topeka, Kansas, and I saw him today for the first

time since his return. I learned then that I had not sent you the document for which you had asked. Mr. Breidenthal had a copy of the same in his file. The original, as I recollect it, was filed with Mr. Gray.

I enclose herewith a photostatic copy of the copy that Mr. Breidenthal had in his file, together with photostatic copy of the order of documents which, according to my recollection, were also filed at that time.

I trust that this will answer your request fully.

Very truly yours, (Signed in ink) Don C. McCombs.

DCMcC—d. Don C. McCombs, Mayor of Kansas City, Kansas.

Stamped in circle: 23

Stamped: 47329 Feb-1 '39

Stamped:—No. — Enclosures Found 2 (pencil notation)

PWA Mail Room

[fol. 2981] Photostat:

Stifel, Nicolaus & Company, Incorporated

Pencil Notation: Kans 1356F

a

Encl. 1-30-39.

July 26, 1938.

Hon. Don C. McCombs, Mayor, Kansas City, Kansas:

Dear Sir:

At your request, we have investigated the proposal of Kansas City, Kansas, known as Kansas Public Works Administration No. 1356 for which there is now pending an application for a 45% grant.

We have determined the City's plans to be financially sound and hereby commit ourselves subject to the unqualified approving opinion of Bowersock, Fizzell & Rhodes, attorneys of Kansas City, Missouri, as to the legality thereof —to purchase up to $3,000,000.—legally issued and properly executed 30-year serial 4% Public Levee Revenue Bonds, at par plus accrued interest, said bonds to be dated on or about September 1, 1938, the proceeds of which are to be used: first, to retire the present issue of Public Levee Revenue Bonds now held by the Reconstruction Finance Corporation, amounting to approximately $1,033,000—the remaining proceeds to be deposited in special construction

account for the purpose of improving the Public Levee as proposed in said application. This commitment is to be [fol. 2982] further conditioned upon favorable action by the Public Works Administration on the City's grant application. Also the Revenue Bonds are to be issued and delivered within forty days from this date.

Dated this 26th day of July, 1938.

Stifel, Nicolaus & Co., Inc., by (Signed) R. R. Cravens, Assistant Vice President. Stamped: 47329 Feb-1'39.

Photostat:

Pencil notation: Kans 1356F a Encl. 1-30-39.

Order of Documents

1. Commitment of investment bankers to purchase $3,000,000 of revenue bonds. (one letter)

2. Statements of engineers and architects that plans will be complete, part in ten days and part in thirty days after notification to proceed. (two letters)

3. Legal opinion qualifying project. (one letter)

4. Statement by governing body of City is essential to public welfare and can be placed under active construction within forty-five days. (one letter)

5. Commitment by Railroad Company to construct, at its own expense, trackage facilities to serve project, estimated to cost $556,000.

[fol. 2983] 6. Statement by State Highway Director that railroad overpass to serve project will be submitted to contractors for bids within thirty days. (one letter).

7. General statement by Don C. McCombs, Mayor, showing justification and immediate need for construction of project. (one letter)

8. Statement by committee representing majority of wholesale produce merchants that the protest filed by North Side Improvement Association is not representative of this industry. (two letters)

9. Statement by committee representing majority of wholesale farmers that protest filed is not representative of this industry.

10. Statement by Don C. McCombs, Mayor, that plans for project conform to recommendations of U. S. Department of Agriculture.

11. Prospective airplane photograph of project.

[fol. 2984] K. C. K. Exhibit 267

Bernice Jackson

Mar. 15 1940

In the District Court of the United States for the District of Kansas, First Division

No. 1801-N, Equity

L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, Plaintiffs,

vs.

The City of Kansas City, Kansas, and Howard Payne, as City Clerk of the City of Kansas City, Kansas, Howard Thorne as County Clerk of Wyandotte County, Kansas, and George Griffith, as County Treasurer of Wyandotte, County, Kansas, Defendants.

Stipulation

It is agreed by and between the plaintiffs and the defendants as follows:

First. The plaintiffs relinquish all claim, right, title and interest to the property described in its petition and also described in section 1 of Ordinance No. 22003 of the Ordinances of the City of Kansas City, Kansas, except and only as to the following descriptions of property, to-wit: Land [fol. 2985] No. Four (4) Tract No. Four (4), as set forth in Ordinance No. 27010 and also as set forth as Tract No. Four (4) in Ordinance No. 22003.

Also,

That portion of Land No. Four (4) Tract No. One (1) as described in Ordinance No. 24010, being a copy of the same

description as is set forth and described as Tract No. One (1) in Ordinance No. 22003, of the Ordinances of the City of Kansas City, Kansas, described as follows:

Beginning at the north line of said City Levee property, and being sixty (60) feet wide, and extending southward to the northwesterly line of the Minnesota Avenue Extension, as the same is being located along the line of said land No. Four (4) Tract No. One (1) and being approximately five hundred sixty-five (565) feet long on the west side of said tract, and approximately Four hundred ten (410) feet long on the east side of said tract, according to the plan of said Minnesota Avenue Extension, as prepared and filed in the office of the City Engineer of the City of Kansas City, Kansas.

It is further agreed that the Trustees and the Railroad Company for which they are Trustees, shall be and they are hereby released by the City of Kansas City, Kansas, from any and all liability for the special assessments complained of in plaintiff's petition on the property described [fol. 2986] in said plaintiff's petition.

It is understood and agreed by and between the parties hereto, that this compromise and settlement is made in the public interest, and for the purpose of affording an opportunity for the development of the property known as the Public Levee of Kansas City, Kansas, under the control and management of the governing body of the defendant City, and for the purpose of facilitating the use of said Public Levee.

W. P. Waggener, Attorney for the Missouri Pacific Railroad Company, and L. W. Baldwin and Guy A. Thompson, Trustees for the Missouri Pacific Railroad Company, Debtor. Alton H. Skinner, City Attorney, Attorney for the Defendants.

Endorsed: N-1801. In the District Court of the United United States for the District of Kansas, First Division. L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, Plaintiffs, vs. The City of Kansas City, Kansas, et al., Defendants. Stipulation for compromise and settlement. Filed Oct. 13, 1933, W. G. West, Clerk.

[fol. 2987] K. C. K. Exhibit 267

Bernice Jackson

Mar. 15 1940

In the District Court of the United States for the District of Kansas, First Division

No. 1801-N, in Equity

L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, Plaintiffs,

vs.

The City of Kansas City, Kansas, and Howard Payne, as City Clerk of the City of Kansas City, Kansas, Howard Thorne as County Clerk of Wyandotte County, Kansas, and George Griffith, as County Treasurer of Wyandotte County, Kansas, Defendants

Order

Now on this 13 day of October, A. D. 1933, the above-entitled cause comes on for hearing, the plaintiffs appearing by W. P. Waggener, their attorney of record, and the defendants appearing by Alton H. Skinner, City Attorney of Kansas City, Kansas, and George H. West, as Attorney for George I. Griffith, and his successor in office, Frank Zimmer, and Howard Thorne, as County Clerk of Wyandotte County, Kansas.

It is called to the attention of the court that plaintiffs and the City of Kansas City, Kansas, have by a stipulation [fol. 2988] duly filed in said cause, settled and compromised all issues raised by the plaintiffs' petition filed herein, and that there is no longer any issue to be tried by the court.

It is Therefore by the Court Considered, Ordered and Adjudged, that the restraining order, heretofore made in said cause should be and the same is hereby set aside and held for naught.

It is further ordered that said cause be and the same is hereby dismissed at the cost of the defendant, the City of

Kansas City, Kansas; and the court further approves the conditions of the stipulation filed herein.

Richard J. Hopkins, Judge.

Approved as to form: W. P. Waggener, Attorney for the Missouri Pacific Railroad Company, and L. W. Baldwin and Guy A. Thompson, Trustees for the Missouri Pacific Railroad Company, Debtor. Alton H. Skinner, City Attorney of Kansas City, Kansas, Attorney for the defendants.

Endorsed: N-1801. In the District Court of the United States for the District of Kansas, First Division. L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, Plaintiffs, vs. The City of [fol. 2989] Kansas City, Kansas, et al., Defendants. Order. Filed Oct. 13, 1933 W. G. West, Clerk.

Certified Copy D. C. Form No. 30

UNITED STATES OF AMERICA,
First Div. District of Kansas, ss:

I, Howard F. McCue, Clerk of the United States District Court in and for the — District of Kansas, do hereby certify that the annexed and foregoing is a true and full copy of the original Stipulation for Compromise and Settlement and Order thereon, in the suit of L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, v. The City of Kansas City, Kansas, et al., Equity No. 1801-N, in said Court, (A diagonal line drawn to the following words)

now remaining among the records of the said Court in my office.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Topeka, Kansas, this 11th day of March, A. D. 1940. Howard F. McCue, Clerk. By (signed in ink) Mary E. Chapin, Deputy Clerk. (Seal.)

[fol. 2990] At a hearing before Judge Collet on April 5, 1940, as shown by page 25 of the transcript covering such hearing, question of rentals for the produce dealers in the new market pending final determination of the case was under consideration.

At that time Mr. Murphy, representing the Produce Dealers, offered three affidavits in support of his position. These were objected to by Mr. Gibson and the Court Sustained the objection to the offer. However, the Court stated that the affidavits might be marked. They were therefore marked as follows:

Produce Dealers Exhibit No. 268, being an affidavit of W. J. Naumann, Jr., relative to the extent of completion of the market facilities.

Produce Dealers Exhibit No. 269, being an affidavit by Jack DeFeo relative to the time he moved to the new market; that he understood he was to pay no rental until completion of the buildings; that they were not completed.

Produce Dealers Exhibit No. 270, being an affidavit by Hyman Widlan to the same effect as the affidavit of Jack DeFeo.

All of the affidavits were dated April 5, 1940.

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